

**SJDC Contract #20-42**  
Term: 07/01/2020 to 06/30/2025  
Kay -x5470

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**Radiologic Technology**

**Contract Between San Joaquin Delta Community College District  
and  
San Joaquin General Hospital  
For  
Radiologic Technology Training**

This contract between **San Joaquin Delta Community College District**, hereafter referred to as **DISTRICT**, and **San Joaquin General Hospital**, hereafter referred to as **AGENCY** is for the period beginning July 1, 2020 and ending June 30, 2025 with annual review.

WITNESSETH

WHEREAS:

- A. The AGENCY sponsors and administers a Radiologic Technology Vocational Education Program in cooperation with the DISTRICT, extending the AGENCY's Radiologic Technology Vocational Education Program to the students of the DISTRICT; and
- B. The parties intend to provide, through this contract a general and/or vocational educational program to prepare eligible students of the DISTRICT. The Vocational Educational Amendments of the 1976 (Public Law 94-482), the California Administrative Code, Title 5, Section 55600-55630, appropriate sections of the Education Code, and all provisions of the California Plan for Vocational Education, and the "Standards for an Accredited Educational Program in Radiologic Sciences" of the Joint Review Committee on Education in Radiologic Technology, shall apply; and
- C. The AGENCY employs sufficient instructional staff who meet all minimum qualifications of the AGENCY and of the DISTRICT as approved by the San Joaquin Delta Community College Board of Trustees. The DISTRICT's Health Sciences Division Dean shall participate to the extent possible in the selection process, shall receive from the AGENCY all DISTRICT required application materials, and must approve each faculty no later than two weeks prior to the start of instruction; and
- D. All programs offered under this Agreement are part of the State Chancellor's Office approved programs, or District has received delegated authority to separately approve those courses locally. Further, all courses offered have been approved by the District Curriculum Committee consistent with Title 5 standards.



- E. The AGENCY's financial resources are adequate to ensure operation for the duration of this contract and the AGENCY operates on basis of sound administrative policies, adheres to ethical practices and does not and shall not discriminate on the basis of race, color, marital status, religion, handicap, sex, or ancestral origin in compliance with the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the parties' Affirmative Action Program; and
- F. The AGENCY's physical facilities meet the requirements of Federal, State, and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the numbers of students in attendance; and
- G. The funds received by the AGENCY under this contract will be used to abate instruction and training costs ordinarily associated with general and/or vocational education programs, and the AGENCY, through this contract, can provide adequate training and services not otherwise available to the public and/or students of the San Joaquin Delta Community College DISTRICT;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

1. The AGENCY and the DISTRICT agree that the following courses be offered by the AGENCY for the term of this contract: Radiologic Technology Vocational Education Program.
2. The AGENCY shall provide instruction, training, facilities, equipment, and other services for students of the DISTRICT who are qualified and selected according to standards and guidelines of the DISTRICT as presented by the DISTRICT's Health Sciences Division Dean. The instruction for such students shall be provided in a proportionate manner over a period of time appropriate to the training needs of the individual student and to standards, practices and procedures of the parties, as prescribed by law. Any issue related to academic policy shall be in accordance with DISTRICT policy 5000-5710, et. al. Faculty will adhere to District instructional standards and sustain a comparable level of student rigor as is required of on-campus faculty.
3. The DISTRICT shall accept appropriate credit courses in general and/or vocational subjects as provided by the AGENCY as partially satisfying the requirements of the associate degree. Any changes in curriculum as mandated to the AGENCY via any entity shall immediately be brought to the attention of the DISTRICT's Health Sciences Division Dean.
4. The AGENCY agrees to provide the appropriate DISTRICT Division Dean with a schedule of instruction for all courses offered inside and outside of the DISTRICT. Said schedule shall be presented to the DISTRICT at the start of each semester or at the start of each academic year. Out-of-District courses shall be clearly denoted, as the DISTRICT must receive prior approval from the Community College District servicing the particular area. Financial



reimbursement from the DISTRICT shall only be provided in circumstances where the preceding requirement has been met.

5. In the case where courses are held off-campus, the AGENCY shall cooperate with the DISTRICT in supplying equipment for the students covered by this contract. For courses that are provided in DISTRICT facilities the AGENCY shall be provided access to use training facilities and equipment for the offering of the courses included under this contract. Equipment used on campus shall not be removed from the campus facilities.
6. The DISTRICT shall pay the AGENCY Three Dollars (\$3.00) per hour per student from apportionments allocated the DISTRICT. The DISTRICT payment to the AGENCY for services rendered shall not exceed a total of one hundred thousand dollars (\$100,000.00) per year for this five-year contract. The AGENCY further agrees not to claim reimbursement on students enrolled in classes covered under this contract in excess of the DISTRICT's approved curriculum for this program.
7. Statements and billing shall be submitted by the AGENCY to the DISTRICT at the end of each period in which the DISTRICT's positive attendance needs are required. The invoice will be sent to the Dean of Workforce and Economic Development. All required student fees are to be observed. Student fees not paid directly by students or AGENCY shall be deducted from the apportionments allocated to the AGENCY. Properly completed registration materials must be submitted to the Office of the Administrative Assistant to Assistant Superintendent/Vice President for Instructional Programs and Information Services PRIOR to the fourth class meeting. The DISTRICT reserves the right to withhold any payments under this contract until the above conditions have been met.
8. The DISTRICT shall provide or assist with administrative functions, including admission, counseling, registration, attendance, and achievement records. Only upon request by the AGENCY, the DISTRICT further agrees to assist the AGENCY in recruiting, selecting, supervising, and evaluating AGENCY employees. The parties have agreed to designate the AGENCY's Chief Operating Officer or Designee as the contact person for all concerns related to the contract including but not limited to curriculum, instruction, contract management, and concerns of the public and students, the DISTRICT's Health Sciences Division Dean as the contact person for all concerns related to instruction and curriculum, and the DISTRICT's Dean of Workforce and Economic Development as the contact person for concerns related to all aspects of the contract.
9. The DISTRICT and the AGENCY reserve the right to remove the AGENCY employee (faculty) who does not meet performance standards according to policies of the AGENCY or DISTRICT performance standards according to the policies of the DISTRICT.
10. The AGENCY shall maintain current, accurate records of student attendance and progress. The AGENCY further consents to inspection by authorized representatives of the College, the



State Board of Education, the California Community Colleges Board of Governors, and any appropriate State Licensing Board and/or Agency.

11. Prior to each semester, the DISTRICT's Health Sciences Division Dean shall provide the AGENCY with a written planning schedule which shall include course submission deadlines. Scheduling of the courses to be offered shall be developed according to the materials received by the DISTRICT from the AGENCY.
12. To determine the educational needs of the students within the DISTRICT and the AGENCY, the DISTRICT's Health Sciences Division Dean shall work together to develop a needs assessment tool. The AGENCY shall conduct a needs assessment annually using the above noted assessment tool. The DISTRICT's Health Sciences Division Dean shall review the results of the annual assessment with the AGENCY and together shall analyze the data to make appropriate course offering decisions.
13. The courses named under the auspices of this contract shall be offered by the AGENCY at San Joaquin General Hospital.
14. Students shall be required to provide evidence of Professional Liability coverage to the DISTRICT prior to participation in clinical experience.
15. The DISTRICT shall maintain a self-insurance program or insurance policies, the provisions of which shall include bodily injury and property damage insurance in the amount of \$1,000,000 combined single limit (CSL). The DISTRICT shall provide to the AGENCY evidence of such insurance upon request.
16. The DISTRICT shall comply with Worker's Compensation laws and maintain insurance or a self-insurance program to provide coverage for participants in this program.
17. Any students enrolled under the provisions of this contract shall not be concurrently enrolled in any other program provided for under contract with another school DISTRICT during the same hours or times.
18. Each party shall be responsible for the consequences of its acts or omissions to act in the performance of this contract. Accordingly, each party agrees to hold the other harmless from, defended against, and refrain from seeking contribution for, all claims, demands, and actions for damage, loss or liability of any kind arising under or related to the party's performance under this contract to the extent that such damage, loss, or liability is attributed to the party's sole exclusive negligence or wrongdoing. Neither party shall be responsible for or required to contribute because of the acts or omissions of the other. As used in this paragraph, "party" includes the officers, agents, and employees of the party.
19. All parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other party. All



patient records, reports and information obtained, generated or encountered relating to the Services shall always be and remain the property of AGENCY. DISTRICT shall warrant to AGENCY that each student has received appropriate training in the student's duty to maintain the confidentiality of patient and AGENCY proprietary information at all times and to comply with Federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA (Health Insurance Portability and Accountability Act) and the California Confidentiality of Medical Information Act. AGENCY reserves the right to provide appropriate confidentiality training to students, and to designate students as members of AGENCY workforce as defined by HIPAA. If AGENCY is required to disclose individually identifiable health information to DISTRICT, the parties shall enter into a separate Business Associate Agreement in accordance with HIPAA.

20. The DISTRICT certifies that instruction to be claimed for apportionment by the DISTRICT under this contract is under the immediate supervision and control of an employee of the DISTRICT, (California Administrative Code (CAC) Title 5, Section 58058) who has met the minimum qualifications for instruction in the vocational subject as approved by the DISTRICT.
21. Where the instructor is not a paid employee of the DISTRICT, the DISTRICT must generate a written agreement or contract with each faculty conducting instruction for which FTES are to be reported and stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.

Note: The DISTRICT must demonstrate control and direction through such actions as providing the faculty an orientation, faculty's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide its hourly instructors on campus. The DISTRICT shall be required to conduct an evaluation of the faculty during the time this individual is providing instruction to students of the DISTRICT.

22. The DISTRICT lists minimum qualifications for faculty teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the DISTRICT.
23. The AGENCY certifies that the course(s) shall be held at facilities which are clearly identified as being open to the general public (CAC Title 5, Section 58051.5). Enrollment in the course must be open to any person who has been admitted to the College; and has met any applicable prerequisites (CAC Title 5, Sections 51006 and 58106). The DISTRICT policy on open enrollment must be published in the College Catalog and Schedule of Classes (CAC Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable (CAC Title 5, Section 55005).
24. The DISTRICT certifies that the course(s) of instruction are specified in the contract, the outlines of record for such courses are approved by the DISTRICT's curriculum committee



as meeting CAC Title 5 course standards, and the courses have been approved by the DISTRICT Board of Trustees.

25. The DISTRICT certifies that procedures are in place to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course covered under the contract and students are held to a comparable level of performance.
26. The AGENCY certifies that records of student attendance and achievement will be maintained by the AGENCY. Records will be open for review at all times by officials of the DISTRICT and submitted on a schedule developed by the DISTRICT.
27. It is agreed that both the AGENCY and the DISTRICT will insure that ancillary and support services are provided for the students (e.g., counseling, guidance, and placement assistance).
28. The AGENCY, by signing this contract, is certifying that the instructional activities being provided by the AGENCY are not fully funded by other sources.
29. It is also understood that this contract may be terminated by either party giving thirty (30) days notice in writing to the other party by registered mail at the address set forth hereinafter. Such termination shall not take effect, however, regarding students already enrolled until such time as those students have completed their respective courses.
30. Any notices to be given hereunder by either party to the other may be effected, in writing, by personal delivery or by mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party, in writing, such notice shall be mailed as follows:

**AGENCY:**

Chief Operating Officer  
San Joaquin General Hospital  
500 W. Hospital Rd.  
French Camp, CA 95231  
(209) 468-6236

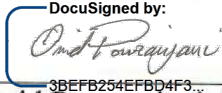
**DISTRICT:**

Julie Kay, Dean of Health Sciences  
San Joaquin Delta Community College District  
5151 Pacific Ave.  
Stockton, CA 95207  
(209) 954-5454

31. This contract may be modified or revised at any time by mutual consent of the parties involved. This contract shall become effective on the 1st day of July 2020 and shall be effective through the 30th day of June 2025 with annual review.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first written below.

**San Joaquin Delta Community College District**

By:  3BEFB254EFB04F3  
Dr. Omid Pourzanjani, Superintendent/President

Date: 8/20/2020

**San Joaquin General Hospital**

By:   
David K. Culberson, CEO

Date: 6/12/2020