

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2019-2020

Promotion

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Claire Gover	From Administrative Assistant III, Athletics to Executive Coordinator, Academic Affairs	03/02/2020

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Zyra Larot	Financial Aid Systems Analyst	02/03/20 – 06/30/20

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Lani Clarke	Adjunct Librarian (not to exceed 67%)	02/20/20 – 05/21/20

Mary Jones
Human Resources

February 7, 2020
Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020
Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Jason Awender	Journey Level Assistant – Fire Academy	General Fund	02/20/20 – 06/30/20	\$25.00/hr.
Megan Borghesani	ASL Tutor /Lab Instructor	Perkins	02/20/20 – 05/21/20	\$13.00/hr.
Victoria Castaneda	Student Services Assistant II-Financial Aid	Student Equity	02/20/20 – 06/30/20	\$18.10/hr.
Norman Ortiz	Piano Accompanist for Choral-Special Projects	General Fund	02/20/20 – 05/21/20	\$40.00/hr.
Rischa Slade	CCPLS Classified Coordinator	Student Equity	01/01/20 – 06/30/20	\$2,500.00 Stipend
Kasey Willes	ASL Tutor /Lab Instructor	Perkins	02/20/20 – 05/21/20	\$13.00/hr.
Kristi “Mickey” Zerga	ASL Tutor /Lab Instructor	Perkins	02/20/20 – 05/21/20	\$13.00/hr.

SEPARATION OF SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Juan Valenzuela (deceased)	Administrative Assistant II - EOPS (34 years, 7 months of service)	01/23/2020

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Shadia Awad	Liberal Arts	02/20/20 – 04/30/20	Assistant Stage Manager, Priscilla: Queen of the Desert
Faustino Cadiz	Liberal Arts	02/20/20 – 04/30/20	Assistant Director, Priscilla: Queen of the Desert

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tamika E. Graham	Ms. Graham will visit with one of our classes inside CSP Solano and speak to our students. She will also be present during a film screening of the documentary, College Behind Bars, and participate on a panel of speakers afterwards.	February 26, 2020 – February 28, 2020	Not to exceed \$2,000.00
Salih Israil	Mr. Israil will visit with one of our classes inside CSP Solano and speak to our students. He will also be present during a film screening of the documentary, College Behind Bars, and participate on a panel of speakers afterwards.	February 26, 2020 – February 28, 2020	Not to exceed \$2,000.00

<u>Robert V. Diamond</u> Vice President, Finance & Administration	<u>Celia Esposito-Noy, Ed.D.</u> Superintendent-President
<u>February 07, 2020</u> Date Submitted	<u>February 19, 2020</u> Date Approved

Academic Affairs Cont'd
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Varsity Networks Inc. o/b/o Shaheem Sanchez aka Shaheem Royal	Shaheem Royal, Artist will appear at Solano Community College's Deaf Outreach event on April 25, 2020 and perform 3 dance sets, serve on a panel, teach a dance routine and interact with guests.	February 20, 2020 – April 25, 2020	Not to exceed \$5,000.00
Peter Cammish dba Tyne Analysis Services	Build on a new Data Sources developed for Student Course, Clusters, Special Populations, Multiple Measures and Math and English Tracking.	July 01, 2020 – June 30, 2020	Not to exceed \$15,000.00
Nico DiMarco	Contractor will provide disc jockey services at ASL outreach event on Saturday, April 25, 2020, from 4-8pm. District will pay \$1,000 as a deposit to book services, which will allow DK to arrange travel, lodging, and equipment rental in this area.	February 20, 2020- April 25, 2020	Not to exceed \$2,500.00

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

01/07/2020	Vendor Payments	11098002-11098006	\$ 73,535.42
01/07/2020	Vendor Payments	11098007-11098015	\$ 75,799.62
01/07/2020	Vendor Payments	11098016-11098099	\$ 239,122.38
01/14/2020	Vendor Payments	11098100-11098109	\$ 158,828.66
01/14/2020	Vendor Payments	11098110-11098117	\$ 44,396.35
01/14/2020	Vendor Payments	11098118-11098182	\$ 280,781.40
01/22/2020	Vendor Payments	11098183-11098195	\$ 953,401.98

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,525,302.27</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

February 07, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

01/22/2020	Vendor Payments	11098196-11098198	\$ 8,300.00
01/22/2020	Vendor Payments	11098199-11098279	\$ 470,202.39
01/28/2020	Vendor Payments	11098280-11098284	\$ 31,895.38
01/28/2020	Vendor Payments	11098285-11098287	\$ 1,207.41
01/28/2020	Vendor Payments	11098288-11098327	\$ 51,958.00
01/31/2020	Vendor Payments	11098328-11098383	\$ <u>135,873.28</u>
TOTAL:			<u>\$2,525,302.27</u>

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-14 ESTABLISHMENT OF THE
NONRESIDENT AND INTERNATIONAL STUDENT FEE
FOR 2020-21**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Resolution No. 19/20-14, Establishment of the nonresident and international student fees for 2020-2021. The 2019-20 current nonresident tuition fee is \$272.00 per unit and \$10 per semester unit for nonresidential capital outlay. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before March 1 of each year.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Information Reporting and Administrative Functions

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

February 9, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 19/20-14 ESTABLISHMENT OF THE
NONRESIDENT AND INTERNATIONAL STUDENT FEE
FOR 2020-21

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE:

The Board may adopt one of several rates: (A.1) District average cost; (A.2) District average cost with 10% or more noncredit FTES (B.1) Statewide average cost; (B.2) Highest statewide average cost; (C) No more than the rate of a contiguous district; (D) Between statewide average expense of education and District expense of education; (E) no more than 12 comparable states 2018-2019 average tuition.

In addition, per Education Code Section 76141, a District may also charge to any nonresident student a capital outlay fee.

It is recommended that the District's 2020-2021 nonresident and international student fee be established at \$290.00 per unit, which is the statewide average expense of education, and \$10 per semester unit for nonresidential capital outlay.

Resolution No. 19/20-14 is attached, along with the 2020-2021 Nonresident Fees Worksheet.

**SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD
ESTABLISHMENT OF THE NONRESIDENT AND INTERNATIONAL
STUDENT FEE FOR THE 2020-2021 ACADEMIC YEAR**

RESOLUTION NO. 19/20-14

TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140

WHEREAS, Such tuition fee may be based upon (A.1) District average cost; (A.2) District average cost with 10% or more noncredit FTES (B.1) Statewide average cost; (B.2) Highest statewide average cost; (C) No more than the rate of a contiguous district; (D) Between statewide average expense of education and District expense of education; (E) No more than 12 comparable states 2018-19 average tuition.

WHEREAS, Education Code Section 76140 mandates that the proposed tuition fee be increased by the United States Consumer Price Index (U.S.C.P.I.) for two fiscal years, as determined by the Department of Finance, State of California.

WHEREAS, Education Code Section 76141 authorizes each district to charge nonresident students a capital outlay fee; now therefore be it

RESOLVED, That the district nonresident and international student fee for the academic year 2020-2021, beginning with the summer session, be established at \$290.00 per unit, which is the statewide average expense of education, and \$10 per semester unit for nonresident capital outlay.

PASSED AND ADOPTED This 19th day of February 2020, by the Governing Board of Solano Community College District.

Quinten R. Voyce, Board President

Celia Esposito-Noy, Ed.D., Secretary

2020-21 Nonresident Tuition and Capital Outlay Fee Worksheet

District: Solano Community College District

Term: Semester

Nonresident Tuition Fee Options

A.1 District Average Cost

A.	District Expense of Education for Base Year	\$	60,899,696
B.	District Annual Total FTES		6,260
C.	Average Expense of Education per FTES (A/B)	\$	9,729
D.	U.S. Consumer Price Index Compound Factor		1.0420
E.	Average Cost per FTES for Tuition Year (C x D)		10,137
F.	Nonresident Tuition Fee per Semester Unit (E/30)		338

A.2 District Average Cost with 10 Percent or More Noncredit FTES

	Noncredit FTES percent of Total		0.8%
A.	District CREDIT ONLY Expense of Education for Base Year		
B.	Annual Attendance FTES	N/A	
C.	Average Expense of Education per FTES (A/B)	N/A	
D.	U.S. Consumer Price Index Compound Factor		1.0420
E.	Average Cost per FTES for Tuition Year (C x D)	N/A	
F.	Nonresident Tuition Fee per Semester Unit (E/30)	N/A	

B.1 Statewide Average Cost

A.	Statewide Expense of Education for Base Year		9,581,068,770
B.	Statewide Annual Total FTES		1,148,145
C.	Average Expense of Education per FTES (A/B)	\$	8,345
D.	U.S. Consumer Price Index Compound Factor		1.0420
E.	Average Cost per FTES for Tuition Year (C x D)		8,695
F.	Nonresident Tuition Fee per Semester Unit (E/30)	\$	290

B.2 Highest Statewide Average Cost

	Highest year of the succeeding, current, and 4 prior years.		2020-21
	Nonresident Tuition Fee per Semester Unit	\$	290

C Contiguous District

	Contiguous District	
	Maximum Fee (Contiguous District Nonresident Tuition Fee)	
	Nonresident Tuition Fee per Semester Unit	

D Between Statewide Average Expense of Education and District Expense of Education

	Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$	290
	Maximum (District Total Expense of Education)	\$	60,899,696
	Nonresident Tuition Fee per Semester Unit	\$	290

E Comparable States Average

	Nonresident Tuition Fee per Semester Unit	\$	414
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Nonresident Capital Outlay Fee		
A. Capital Outlay expense for 2018-19	\$	28,039,767
B. FTES for 2018-19		6,260
C. Capital outlay expense per FTES (A/B)	\$	4,479
D. Capital Outlay Fee per Semester Unit (C/30)	\$	149.31
E. Adopted 2020-21 Nonresident Tuition Fee	\$	290
F. 50% of Adopted 2020-21 Nonresident Tuition Fee	\$	145
G. Maximum 2020-21 Nonresident Capital Outlay Fee (lesser of D or F)	\$	145

**California Community Colleges
2020-21 Nonresident Tuition and Capital Outlay Fee
Solano Community College District**

The district governing board has established Nonresident Fees as shown below.

Adoption Date: 19-Feb-20

Nonresident Tuition Fee

	Basis for Adoption (Select one)	Fee
<input type="checkbox"/>	A.1 - District Average Cost	
<input type="checkbox"/>	A.2 - District Average Cost with 10 Percent or More Noncredit FTES	
<input type="checkbox"/>	B.1 - Statewide Average Cost	
<input type="checkbox"/>	B.2 - Highest Statewide Average Cost	
<input type="checkbox"/>	C - Contiguous District	
<input checked="" type="checkbox"/>	D - Between Statewide Average Expense of Education & District Expense of Education	\$ 290
<input type="checkbox"/>	E - Comparable States Average	

Nonresident Capital Outlay

Maximum Nonresident Capital Outlay Fee is \$ 145

<input checked="" type="checkbox"/>	Nonresident Capital Outlay Fee	\$ 10
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Contact Information

Signature:

Name: Robert V. Diamond

Title: Vice President, Finance & Administration

Phone: 707-864-7147

Email: robert.diamond@solano.edu

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BOARD ACCEPTANCE OF MEASURE Q BOND FINANCIAL
AND PERFORMANCE AUDIT FOR 2018-19

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

- a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
- b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Information Reporting and Administrative Functions

Ed. Code: Board Policy: 3020 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

February 4, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: BOARD ACCEPTANCE OF MEASURE Q BOND FINANCIAL
AND PERFORMANCE AUDIT FOR 2018-19**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Eide Bailly LLP, Certified Public Accountants, has been engaged to conduct the Measure Q Bond Financial and Performance Audit for Fiscal Year 2018-2019.

At this time, District staff requests acceptance of the Measure Q Bond Financial and Performance Audit for Fiscal Year 2018-2019. The audit report is provided to the Board under separate cover and is available on the District website at http://www.solano.edu/finance_admin/bond_audit.php

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO ARMOUR PETROLEUM SERVICE AND EQUIPMENT CORPORATION FOR AERONAUTICS NUT TREE FACILITY PROPANE HEATING REPAIR PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Armour Petroleum Service and Equipment Corp., for the Aeronautics Nut Tree Facility Propane Heating Repair Project. The scope of work includes pressure testing of existing underground and above ground piping to identify leaks and removal and replacement, if necessary within the building.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities.

PCC Codes: 1102, 22050(b) Board Policy: 3225; 3520 Estimated Fiscal Impact: \$36,000 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

February 07, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARMOUR PETROLEUM
SERVICE AND EQUIPMENT CORPORATION FOR
AERONAUTICS NUT TREE FACILITY PROPANE
HEATING REPAIR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The initial discovery of the leaking propane and its collection in the hanger created a sudden and unexpected dangerous environment that utilized the provisions in PCC 1102 to act in an emergency capacity.

A proposal was requested from Armour Petroleum Service and Equipment Corp., a contractor on the District's UPCCAA Pre-Approved Contractor list. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Armour Petroleum Service and Equipment Corporation in the amount of \$36,000.00.

The contract is available online at:

<http://www.solano.edu/measureq/2019/200219%20Contract%20Award%20Armour%20BOT.pdf>

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #3 TO
BHM CONSTRUCTION FOR THE FAIRFIELD
LIBRARY/LRC PROJECT**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for Change Order #3 to the Contract with BHM Construction, the general contractor for the Fairfield Library/LRC Project. On October 16, 2019 the Board approved a contract with BHM Construction for the Fairfield Library/LRC Project.

During construction and discussions with the design team, the following changes were noted:

- Removal of ground floor 42" high shelving (credit);
- Trench plates would be needed to protect the electrical and communications vaults located on the fire road (add); and
- Installation of two elevator rail embed plates (add).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide complete functionality of new LLRC building and protect existing infrastructure

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$4,806 State and Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

February 7, 2020
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #3 TO BHM
CONSTRUCTION FOR THE FAIRFIELD LIBRARY/LRC
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

BHM's Change Order Request includes the cost of the embed plates, cost of plates to protect vaults during construction, and a credit for shelving removed from BHM's scope of work.

Following is a summary of the Contract:

\$30,279,100 Original Contract Amount
\$ 12,387 Previously Approved Change Orders (2)
\$ 4,806 Proposed Change Order #3
\$30,296,293 New Contract Amount, including this Change Order #3

The Board is asked to approve this Change Order #3 to BHM Construction in the amount of \$4,806.00 resulting in a new contract amount of \$30,296,293.00.

The agreement is available online at <http://www.solano.edu/measureq/planning.php>



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

Change Order # 3
Project Number: 19-009
Date: 5-Feb-20

DSA File No.: 48-C1
DSA App. No.: 02-116761

Project: Solano Community College District
Library Learning Resource Center (LLRC) Project
Fairfield Campus

Construction Manager:
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

To: BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94558

The Contract is Changed as Follows:

PCO No.

7.1	Cost to plate/protect the existing non-traffic rated electrical and communications vaults during construction - Owner Request		\$11,544.00
12	Credit to remove ground floor 42" high shelving per RFI 29 - Owner Request		(\$7,454.00)
14	Cost to furnish and install two elevator rail embed plates per RFI 81 - Unforeseen Condition		\$716.00
TOTAL COST OF CHANGE ORDER			Add \$12,260.00
FINAL CHANGE ORDER AMOUNT:			Deduct (\$7,454.00)
			\$4,806.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 12,387.00
Contract Sum Prior to This Change Order:	\$ 30,291,487.00
Original Contract Sum will be Increased by This Change Order:	\$4,806.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,296,293.00
The New Contract Completion Date Will Be:	
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	4/30/2021

Construction Manager: _____
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

Date: _____

ARCHITECT: _____
Noll & Tam Architects
729 Heinz Avenue #7
Berkeley, CA 94710

Date: _____

CONTRACTOR: _____
BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94588

Date: _____

OWNER: _____
Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: EQUIPMENT ORDER TO U.S. SECURITY SUPPLY, INC.
FOR THE DISTRICT-WIDE SECURITY LOCKDOWN
SYSTEM

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for electronic security system equipment order to U.S. Security Supply to expand our current District wide building lockdown system throughout existing buildings. (New buildings have this system installed.) U.S. Security Supply, Inc. pricing is based on the TIPS-USA Contract #170203 Security Systems Products and Services.

The Board is asked to approve an equipment order to U.S. Security Supply, Inc. in the amount of \$270,008.83.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide new equipment that supports classrooms and related College facilities security

Ed. Code: Board Policy: Estimated Fiscal Impact: \$270,008.83 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to HMR Architects for architectural services for the Fairfield Campus Early Learning Center Project. The project scope includes an initial study/planning needed to determine the full scope of the future Early Learning Center Modernization project. The project seeks to replace an aging portable building, expand child care program, and address code requirements for child care facilities and playgrounds.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Modernization of existing instructional space.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$12,500 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

February 07, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

February 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work includes architectural services for schematic design and a construction estimate for the project. HMR Architects is part of the District's approved Architect Pool which was Board approved at the April 17th, 2019 Board Meeting.

Seven proposals were received and evaluated, HMR Architects were selected as providing best value based on pricing and experience with child care projects of a similar type.

HMR Architects is recommended for award of contract for the initial study/planning for the Early Learning Center Modernization Project.

The Board is asked to approve an architectural services contract to HMR Architects, in the amount not to exceed \$12,500.

The contract is available online at:

<http://www.solano.edu/measureq/2019/200219%20Contract%20to%20Architects%20BOT.pdf>

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: REPLACEMENT CLINICAL EXPERIENCE AGREEMENT
 BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
 AND JOHN MUIR HEALTH, CONCORD, CALIFORNIA**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: A *replacement* clinical experience agreement between Solano Community College District and John Muir Health, Concord, California, is being presented for review and approval by the Governing Board. The current agreement replaces two (2) previous agreements. The approval of this agreement benefits the nursing program at Solano Community College by providing students with multiple health care facilities in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of John Muir Health, Concord, California.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
 Sheila Hudson, Dean, School of Health Sciences
 4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS
 707-864-7108

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
 Superintendent-President

VICE PRESIDENT APPROVAL

January 28, 2020

February 19, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

MASTER EDUCATION AFFILIATION AGREEMENT

This MASTER EDUCATION AFFILIATION AGREEMENT (“**Agreement**”), effective as of September 1, 2020 (“**Effective Date**”) is entered by and between JOHN MUIR HEALTH, a California nonprofit public benefit corporation, on behalf of all of its hospitals and locations (“**JMH**”), and JOHN MUIR HEALTH PHYSICIAN NETWORK, a California nonprofit public benefit corporation, on behalf of all of its primary care and outpatient clinics (“**JMHPN**”) (collectively “**JMH**”) on the one hand, and Solano Community College District, a California Public Community College (“**SCHOOL**”), on the other hand. JMH and SCHOOL are sometimes referred to in this Agreement individually as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. JMH owns and operates two (2) general acute care hospitals known as Walnut Creek Medical Center (“**WCMC**”) and Concord Medical Center (“**CMC**”), a home health agency known as John Muir Health Home Health Services (the “**Agency**”), and other centers, services and facilities throughout Contra Costa County, California (collectively, the “**JMH Facilities**”).

B. JMH owns and operates a freestanding acute care psychiatric facility and residential care facility Behavioral Health Center (“**BHC**”).

C. JMHPN owns and operates primary care and outpatient clinics staffed, in part, JMMG, John Muir Medical Group physicians, physician assistants and nurse practitioners, and independent physicians and medical groups.

D. SCHOOL provides clinical/practical education for students who have enrolled in the program(s) designated in Exhibit A (each a “**Program**” and, collectively, the “**Programs**”).

E. SCHOOL desires access to facilities and services in which students enrolled in such Programs (“**Student**” or “**Students**”) and/or such Program faculty members employed or otherwise retained by SCHOOL (“**Faculty**”) can obtain broader clinical and community health learning experiences; and in which Students and/or Faculty can observe and participate in patient care provided by qualified professionals at the JMH Facilities (with respect to Students, the “**Student Services**” and with respect to Faculty, the “**Faculty Observation**”).

F. JMH has facilities and services available in which such Student Services and Faculty Observation can occur, and pursuant to the terms and conditions of this Agreement is willing to allow SCHOOL to utilize certain areas of the JMH Facilities for Students and/or Faculty to participate in such Student Services and Faculty Observation in furtherance of the requirements of the applicable Program(s).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I
SCHOOL’S RESPONSIBILITIES

1.1. Administration of Program(s). SCHOOL shall be responsible for the overall administration of the Program(s), including, without limitation, curriculum development, grading, requirements for matriculation, credits, scheduling, and assistance, education, and instruction of Students and/or Faculty with respect to Student Services and/or Faculty Observation and any other education provided by SCHOOL with respect to the Program(s) (collectively, “**Training**”).

1.2. Educational Standards. SCHOOL shall establish the educational goals and objective of each of the Programs in a manner consistent with the standards and requirements set forth by SCHOOL and any applicable Program accreditation bodies. Such goals and objectives shall reflect SCHOOL’s commitment to providing Training to Students enrolled in the Programs.

1.3. Supervision. SCHOOL shall be responsible for assignment, evaluation, counseling, and guidance, of Students assigned to the JMH Facilities.

(a) **Instructors.** SCHOOL shall, in consultation with JMH, if applicable to the program designate Faculty with appropriate education, training, and experience (“**Instructors**”) to plan, oversee, and evaluate the Training, upon the terms and subject to the conditions set forth in this Agreement. JMH employees may hold joint appointment serving as Instructors, subject to JMH’s consent in its sole discretion, which consent shall not be unreasonably withheld. Instructors providing on-site supervision at the JMH Facilities must qualify for, obtain, and maintain a faculty appointment with SCHOOL in accordance with SCHOOL’s academic review and appointment procedures.

(b) **Program Coordinators.** With respect to each of the Programs, SCHOOL shall designate at least one (1) and up to two (2) members of SCHOOL’s regular full-time Faculty to provide coordination, oversight, and coordination of Students’ Training in the applicable Program (“**Program Coordinator**”). The Program Coordinators associated with each of the Programs are identified in Exhibit B. Each Program Coordinator shall also serve as SCHOOL’s liaison with JMH and the other Instructors for the applicable Program. The Program Coordinator shall possess suitable equivalent qualifications as an instructor, clinician, and administrator for the Program, as determined by SCHOOL. Without limiting the foregoing, the Program Coordinator shall be responsible for the following:

(i) Coordinating Students’ educational activities and assignments while they participate in Training at JMH Facilities;

(ii) Developing and implementing a mechanism for evaluation of the performance of Students to include, where appropriate, input from JMH;

(iii) Maintaining records concerning the education of Students and of Students’ time spent on Training as required by SCHOOL;

(iv) Requiring Students to comply with the requirements and qualifications of the Program; and

(v) Providing the names of Students, their level of training, and their assignments (including dates, times, and JMH Facilities) to JMH sufficiently in advance of their placement to allow for convenient planning of activity schedules.

1.4. Student and Faculty Qualifications. SCHOOL shall ensure that each Student and/or Faculty participating in Student Services and/or Faculty Observation under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) be currently enrolled in, or a Faculty member of, a Program and have satisfactorily completed all portions of the Program that are a prerequisite to participating in Training; and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request to verify Students' and/or Faculty member compliance with the requirements and qualifications set forth in this Agreement.

1.5. Instructor Requirements and Qualifications. SCHOOL shall ensure that each Instructor providing onsite Training under this Agreement shall: (a) be approved in advance by JMH in its sole and absolute discretion; (b) have and maintain a current, valid license in the State of California in the applicable clinical discipline (e.g., physical therapy, pharmacy, nursing); and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JMH from time to time. SCHOOL shall, at its sole cost and expense, submit to JMH such documentation and information as JMH may request to verify Instructors' compliance with the requirements and qualifications set forth in this Agreement.

1.6. Training. SCHOOL and Onsite Instructors assigned to the JMH Facilities shall be responsible for Training, including without limitation Student and/or Faculty orientation regarding the Program(s), classroom and instruction and the provision of any instructional materials necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and/or Training.

1.7. Scheduling. SCHOOL shall, prior to each Student arriving at any of the JMH Facilities to receive Training, submit to JMH a proposed schedule of the dates, times and places when such Student shall receive Training at the JMH Facilities, which schedule shall be subject to JMH's prior approval in its sole and absolute discretion. With respect to each Program, SCHOOL shall coordinate with the corresponding JMH contact designated in Exhibit B (each, a "**JMH Program Contact**").

1.8. Program Supplies and Materials. SCHOOL shall be responsible for providing, at its sole cost and expense, any and all educational supplies, materials and equipment necessary or appropriate for Students' and/or Faculty's participation in the Program(s) and Training.

1.9. Compliance with Laws, Rules and Regulations. SCHOOL shall comply, and shall ensure that participating Students, Faculty, and Instructors shall comply, with (a) all applicable federal and state laws and regulations; (b) the bylaws, rules, regulations, policies and procedures of JMH, JMMC-Walnut Creek, JMMC-Concord, and other JMH Facilities; (c) the standards and recommendations of The Joint Commission; and (d) any performance standards or protocols applicable to the Training or the Program(s), each as adopted or amended from time to time (the "**JMH Rules**"). Without limiting the generality of the preceding sentence, SCHOOL represents and warrants that as of the Effective Date and at all times during the term of this Agreement, SCHOOL shall comply with applicable laws and regulations governing the utilization of agencies

or facilities for prelicensure and/or continuing education experience, including, without limitation, the regulations of the California Board of Registered Nursing located at California Code of Regulations, title 16, Section 1420 *et seq.* See Exhibit F attached hereto and incorporated herein by reference.

1.10. Removal of Students, Faculty, and Onsite Instructors. SCHOOL shall, upon written request by JMH, immediately remove any Student, Faculty, and/or Onsite Instructor from participating in Student Services, Faculty Observation or Training, as applicable, who:

(a) Violates any JMH Rules or JMH's corporate compliance program or any corporate integrity agreement applicable to JMH;

(b) Engages in conduct that, in JMH's sole and absolute determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of JMH;

(c) Fails to satisfy any of the standards and qualifications set forth in this Agreement;

(d) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and thirty (30) days' opportunity to comply;

(e) Is charged with of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to the provision of Student Services, Faculty Observation, or Training, as applicable, or the practice of a licensed health profession;

(f) Is excluded, suspended, debarred or otherwise sanctioned from participation in any federal or state healthcare program, including Medicare, Medicaid or TRICARE programs (collectively, "**Government Health Care Programs**"), or has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law; or

(g) Fails to be covered by the professional liability insurance required to be maintained under this Agreement.

1.11. Records. SCHOOL shall maintain all records and reports concerning the education of Students and of Students', Faculty members', and Instructors' time spent in any Program activities conducted under this Agreement, as may be required by SCHOOL and the JMH Rules; provided, however, that all patient medical records shall be and remain the sole property of JMH.

1.12. Additional Terms and Conditions. SCHOOL shall comply with the additional terms and conditions specified in Exhibit D attached to this Agreement.

ARTICLE II JMH'S RESPONSIBILITIES

2.1. Training. JMH shall permit such Students and/or Faculty as approved in advance by JMH in accordance with this Agreement to observe and participate in Training, as applicable, upon the terms and subject to the conditions set forth in this Agreement. The time, place and subject matter of any and all Training provided at the JMH Facilities shall be subject to the prior approval of JMH in its sole and absolute discretion.

2.2. Preceptor. JMH shall assign at least one (1) JMH employee or agent to facilitate Training and to provide guidance to Students at the JMH Facilities as part of the Program (“**Preceptor**”). Preceptor will:

(a) Plan, in conjunction with SCHOOL, the Program and Training that will fulfill SCHOOL’s educational requirements and meet the objectives mutually agreed upon by the parties;

(b) Be present and available at the JMH Facilities at all times that Students and/or Faculty are scheduled to participate in Training at the JMH Facilities and to provide assistance, education and instruction of Students with respect to Training;

(c) Meet with or otherwise contact SCHOOL to discuss any questions or concerns regarding the Program(s), Students, Faculty, Onsite Instructors, or Training;

(d) Provide guidance to the Students regarding Student Services;

(e) Participate in periodic evaluation conferences in which the Student Services are evaluated, and provide an evaluation for each Student who participates in Student Services on forms furnished by SCHOOL; and

(f) Upon request, provide each Student with a completed preceptor verification form and a copy of Preceptor’s curriculum vitae.

2.3. Orientation; JMH Rules. JMH shall be responsible for orientation of Students, Faculty, and Onsite Instructors regarding information about the JMH Facilities and the JMH Rules.

2.4. Health Needs. Neither JMH nor any JMH Facility shall be required to provide health care services to Students, Faculty, or Onsite Instructors except in emergency situations. The Student, Faculty member, or Onsite Instructor requiring emergency care is responsible for paying the costs associated with providing such care.

2.5. Staffing. JMH shall ensure that staffing at the JMH Facilities is adequate in number and quality to ensure safe and continuous delivery of health care services to patients.

2.6. Additional Terms and Conditions. JMH shall comply with the additional terms and conditions specified in Exhibit E attached to this Agreement.

ARTICLE III TERM AND TERMINATION

3.1. Term. This Agreement shall be effective as of the Effective Date and shall continue for a period of **three (3) years** subject to the termination provisions set forth in this Agreement.

3.2. Termination.

(a) Termination by JMH. JMH shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) breach of this Agreement by SCHOOL if such breach is not cured to the satisfaction of JMH within thirty (30)

days after written notice of such breach from JMH; (ii) SCHOOL is suspended, excluded, debarred or otherwise sanctioned from participation in any Government Health Care Program; (iii) SCHOOL'S educational accreditation is suspended or revoked; (iv) SCHOOL: (A) utilizes a Instructor who has not been approved by JMH to furnish Training under this Agreement; (B) permits a Student to provide Student Services who has not been approved by JMH to furnish Student Services under this Agreement; (C) permits a Faculty member to participate in Faculty Observation who has not been approved by JMH to participate in Faculty Observation under this Agreement; or (D) fails to remove a Student from furnishing Student Services, a Faculty member from participating in Faculty Observation, or an Instructor from furnishing Training in accordance with Section 1.10 of this Agreement; or (v) JMH determines, in its sole and absolute discretion, that this Agreement or the continuation of this Agreement: (A) violates or presents risk of violation of applicable federal, state or local law; (B) jeopardizes the mental or physical health or well-being of any patient; or (C) damages or may damage the reputation of JMH or any Affiliate (as defined below).

(b) Termination by SCHOOL. SCHOOL may terminate this Agreement immediately upon breach of this Agreement by JMH which is not cured to the satisfaction of SCHOOL within thirty (30) days after JMH's receipt of written notice of such breach from SCHOOL.

(c) Termination Without Cause. Either Party may terminate this Agreement without cause, expense or penalty upon ninety (90) days' prior written notice to the other Party.

(d) Effect of Termination. Any Student participating in the Program under the Agreement on the date of notice of termination under this Section shall be entitled to complete the Program for the Student's then-current rotation, unless removed under Section 1.10 of this Agreement.

ARTICLE IV INSURANCE AND INDEMNIFICATION

4.1. SCHOOL Insurance. SCHOOL shall provide and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

(a) Professional Liability Insurance. SCHOOL shall provide and maintain, or shall require all Students, Faculty, and Instructors to purchase, professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate for the acts and omissions of each Student and any person employed or retained by SCHOOL who provides services under this Agreement, including, without limitation, Faculty and Onsite Instructors who provide Training under this Agreement.

(b) General Liability Insurance. SCHOOL shall provide and maintain general liability coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate. SCHOOL's General Liability Insurance policy shall name JMH as an additional insured by causing endorsements to be attached to the insurance policy.

(c) Workers' Compensation Insurance. SCHOOL shall maintain and provide evidence of workers' compensation insurance, as may be required by and complying with California's workers'

compensation laws that include statutory benefits and employer's liability with a limit not less than One Million Dollars (\$1,000,000) for bodily injury for accident and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease. In the event SCHOOL does not carry workers' compensation insurance on the Faculty, and/or Instructors, SCHOOL shall maintain and provide evidence of accident insurance on each Student, Faculty, and/or Onsite Instructor, as applicable, with benefits that are no less than Ten Thousand Dollars (\$10,000). SCHOOL shall also require that Student(s) have and maintain adequate health insurance throughout their assignment at JMH. JMH shall not assume any liability under any workers' compensation or employers' liability law on account of any injury to or act of Student, Faculty member, or Onsite Instructor pursuant to this Agreement.

(d) All insurance policies required under this Section shall: (i) apply on a primary noncontributory basis in relation to any other insurance carried independently by JMH, (ii) be written by carriers reasonably satisfactory to each Party, and (iii) if written on a claims-made form, following termination of this Agreement, shall provide coverage surviving for a period of no less than three (3) years.

(e) SCHOOL shall supply JMH with ongoing evidence, consisting of certificates of insurance and endorsements, that all of the required insurance policies under this Agreement are in force including certificates of insurance evidencing the annual renewal of each policy throughout the life of this Agreement and prior to any Student Services, Training, or Faculty Observations. The evidence of coverage shall designate the "certificate holder" as the addressee for notices pursuant to Section 5.19 of this Agreement and provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given or ten (10) days' prior written notice for non-payment of premium. SCHOOL shall notify JMH in writing at least thirty (30) days in advance of any cancellation or changes or reduction or other material change in the amount or scope of any coverage required under this Agreement.

4.2. Indemnification.

(a) By JMH. JMH shall defend, indemnify, and hold SCHOOL, its officers, employees, agents, and Students harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of SCHOOL in connection with the defense of such claims) (collectively, "**SCHOOL Losses**") arising out of the performance of this Agreement, but only in proportion to and to the extent such SCHOOL Losses are caused by or result from the negligence or willful misconduct of JMH and its officers, employees, or agents.

(b) By SCHOOL. SCHOOL shall defend, indemnify, and hold JMH, its officers, employees, and agents harmless from and against any and all liability, injury, loss, claims, damages, or costs (including, without limitation, reasonable attorneys' fees and costs incurred by or on behalf of JMH in connection with the defense of such claims) (collectively, "**JMH Losses**") arising out of the performance of this Agreement, but only in proportion to and to the extent such JMH Losses are caused by or result from the negligence or willful misconduct of SCHOOL and its officers, employees, agents, or Students.

4.3. Survival. The provisions of this ARTICLE IV shall expressly survive the expiration or earlier termination of this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1. Administrative Responsibility for JMH Facilities. JMH shall retain professional and administrative responsibility for the operation of the JMH Facilities and the services being provided under this Agreement, as and to the extent required by California Code of Regulations, title 22, Section 70713. JMH's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the right or obligations of JMH or SCHOOL under the insurance and indemnification provisions in this Agreement.

5.2. Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and attached to this Agreement.

5.3. Assignment. Except for assignment by JMH to an entity owned, controlled by, or under common control with JMH (each, an "Affiliate"), neither Party may assign any interest or obligation under this Agreement without the other's prior written consent. Any attempted assignment in contravention of this Section shall be voidable at the option of JMH. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5.4. Authority. This Agreement constitutes the legal, valid and binding obligation of the Parties. Each Party represents and warrants that it has the right, power, authority and capacity to execute and deliver this Agreement and to perform its respective obligations under this Agreement.

5.5. Confidential Information. SCHOOL shall not and shall ensure that Students, Faculty and Onsite Instructors do not, use any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of JMH. SCHOOL, Students, Faculty and Onsite Instructors shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as SCHOOL protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. For purposes of this Agreement, "Confidential Information" means any proprietary or confidential information of JMH, any JMH patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder ("HIPAA")), and any information, records and proceedings of the JMH Facilities and/or any medical staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in JMH's or any Affiliate's possession.

5.6. Choice of Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the conflicts of laws principles

of California or any other jurisdiction. Each Party consents to the exclusive personal jurisdiction and venue of the state and federal courts located in Contra Costa County.

5.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Faxed or scanned copies shall be deemed originals for purposes of this Agreement.

5.8. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and pre-trial discovery, and to submit the controversy or dispute to arbitration in Contra Costa County, State of California, in accordance with the rules and procedures of JAMS, The Resolution Experts. The Parties reserve the right to contest the arbitrator's decision and to appeal from any award. This agreement to arbitrate shall be specifically enforceable. The non-prevailing party shall pay to the prevailing party the actual and reasonable attorneys' fees and costs incurred in bringing any action or proceeding, declaratory or otherwise, arising out of or relating to this Agreement.

5.9. Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties regarding the same. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement. Without limiting the generality of the foregoing, this Agreement expressly supersedes any and all prior education affiliation agreements between the Parties.

5.10. Exhibits. Any attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

5.11. FERPA Compliance.

(a) Certain educational records and personal identifiable information about Students are contained in records maintained by SCHOOL and/or JMH and that this information is confidential by reason of the Family and Educational Rights and Privacy Act ("**FERPA**") of 1974 (20 U.S.C. § 1232g). Both Parties shall protect these records in accordance with FERPA and shall refrain from redelivering such information without the consent of each respective Student or as otherwise required by law. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities under this Agreement.

(b) Certain records and personal identifiable information about Student will be created and maintained by JMH or applicable software program ("**Workforce Records**") that are not considered educational records and are not governed by the disclosure limitations of FERPA. Workforce Records may be released by JMH, without the consent of Student or SCHOOL, to accrediting organizations to carry out their accreditation of the JMH Facilities.

5.12. Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

5.13. HIPAA Compliance. In addition to the obligations set forth in Section 5.5 above (Confidential Information), SCHOOL shall comply, and shall ensure that Students, Faculty, and Onsite Instructors shall comply, with all JMH Rules relating to access to and use of patient information, and shall immediately report to JMH any misuse of such information or breach of the security of such information. Neither SCHOOL nor any Student, Faculty, or Instructor shall access any patient information, or disclose any patient information to any other person or entity, for any purpose other than SCHOOL or such Student's, Faculty's, or Instructor's performance of Student Services, Faculty Observation or Training, as applicable, pursuant to this Agreement. All other uses are prohibited without the prior written consent of JMH. Except for treatment purposes, SCHOOL, Students, Faculty, and Onsite Instructors shall have access to and use only the minimum information necessary to provide services to JMH.

5.14. Legal Event; Renegotiation. Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other federally funded programs (or their representatives or agents), or any other federal, state, or local governmental or nongovernmental agency, or any court or administrative tribunal, pass, issue, or promulgate any law, rule, regulation, standard, interpretation, order, decision, or judgment, including but not limited to those relating to any regulations pursuant to state or federal anti-kickback or physician self-referral statutes (collectively or individually, "**Legal Event**"), which, in the good-faith judgment of one party (the "**Noticing Party**"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state, or local governmental or nongovernmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or anything that adversely affects the tax-exempt status or tax-exempt bond obligations of the Noticing Party (or any affiliate of a Noticing Party), or if in the good faith opinion of counsel to either party any term or provision of this Agreement could trigger a Legal Event, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement. In the event of such notice, the parties shall have thirty (30) days from the giving of such notice (the "**Renegotiation Period**") within which to attempt to amend this Agreement. If this Agreement is not amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was given. Except as otherwise required by Applicable Laws, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination of this Agreement shall so continue pursuant to its terms.

5.15. Master List. The Parties acknowledge that this Agreement, together with any other contracts between JMH and SCHOOL, will be included on the master list of contracts maintained by JMH.

5.16. Medicare Books, Documents and Records. SCHOOL shall make available, upon written request from JMH, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and SCHOOL's books, documents and records relating to the nature and extent of the costs of services provided under this Agreement. SCHOOL shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If SCHOOL is requested to disclose books, documents or records pursuant to this Section for any purpose, SCHOOL shall notify JMH of the nature and scope of such request, and SCHOOL shall make available, upon written request of JMH, all such books, documents or records. If SCHOOL carries out any of the duties of this Agreement through a subcontract with a related organization ("**Subcontractor**"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, Subcontractor shall make available, upon written request from the Secretary of Health and Human Services, or upon request by JMH, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and any of Subcontractor's books, documents and records necessary to verify the nature and extent of such costs.

5.17. Nondiscrimination. SCHOOL shall ensure that Students, Faculty, and Instructors shall not differentiate or discriminate in the provision of Student Services and/or Faculty Observation to patients on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender identity, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or JMH Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time.

5.18. No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

5.19. Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., United Parcel Service, Federal Express, DHL). In each case, notice shall be delivered or sent to the Parties at their respective addresses set forth on the signature page hereto.

5.20. Recitals. The recitals above form an integral part of this Agreement and are incorporated into this Agreement by this reference.

5.21. Referrals. SCHOOL, Students, Faculty, and Onsite Instructors may refer patients to any hospital or other health care facility or provider deemed by SCHOOL, Students, Faculty, or Onsite Instructors best qualified to deliver medical services to any particular patient. Nothing in this

Agreement is intended to require or induce SCHOOL or any Student, Faculty, or Onsite Instructor to refer patients to JMH or any Affiliate.

5.22. Relationship of the Parties; Independent Contractors. Each Party is and shall at all times be an independent contractor with respect to the other Party in meeting such Party's responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between JMH and SCHOOL or any Student, Faculty, or Onsite Instructor. SCHOOL shall be solely responsible for paying all expenses related to SCHOOL, including Faculty and Onsite Instructor compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits, and all related administrative costs and expenses, and neither SCHOOL, nor any other person or entity shall have any claim under this Agreement or otherwise against JMH for such compensation, health and disability insurance, life insurance, retirement plan contributions, employee benefits and related administrative costs and expenses.

5.23. Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

5.24. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

5.25. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

“JMH”:

JOHN MUIR HEALTH, a California nonprofit public benefit corporation

“SCHOOL”:

Solano Community College District, a California Public Community College

By: _____
Jane A. Willemsen
Title: EVP and President, Hospital Operations

By: _____
Celia Esposito-Noy
Title: Superintendent-President

Address for Notices:

John Muir Health
2540 East Street,
Concord, CA 94520
Attn: Heather Kenward

Address for Notices:

4000 Suisun Valley Rd
Fairfield, CA 94534
Attn: Celia Esposito-Noy

EXHIBIT A

PROGRAMS

SCHOOL's programs and locations covered by this Agreement include the following:

School Location/Campus	Program Department / Program Name	Applicable JMH Facilities
Solano Community College/ Fairfield Campus	Division of Health Science/ Associated Degree Nursing (ADN Program)	BHC

JMH Facilities

WCMC – Walnut Creek Medical Center

CMC – Concord Medical Center

BHC – Behavioral Health Center

JMPN – Physician Network Ambulatory Clinics

The parties may by amend this Agreement to update this Exhibit A to add additional SCHOOL locations, Programs, and applicable JMH Facilities where Student Services may take place. To be effective, any such changes shall require corresponding updates to Exhibit B containing: (A) the applicable SCHOOL location for which Program(s) are being added/removed; and (B) the applicable JMH Facility or JMH Facilities where Students will participate in Student Services associated with the additional Program(s), if any.

EXHIBIT B

PROGRAM COORDINATOR

The Program Coordinators (s) for each Program are listed below. With respect to each Program, prior to any Student, Faculty member, or Instructor participating in Training under this Agreement, SCHOOL shall provide JMHS with a copy of each Program Coordinator's current credentials and curriculum vitae, if requested.

1. ADN Program

PROGRAM COORDINATOR:

Name:	Erin Craig, MS, RN, CNS-BC, PMHNP-BC
Phone:	707-864-7000 x5767
Alt. Phone:	312-518-8391
Email:	Erin.craig@solano.edu
Mailing Address:	Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534

JMH CONTACT:

Name:	Katie Jones
Phone:	925-674-4743
Email:	Katie.Jones@johnmuirhealth.com
Mailing Address:	John Muir Health 2740 Grant Street Concord, CA 94520

EXHIBIT C

QUALIFICATIONS AND REQUIREMENTS

SCHOOL shall ensure that each Student, Faculty member, and Clinical Instructor has, and shall furnish to JMH, documentation of, each of the following with respect to each Student, Faculty member, and Clinical Instructor in accordance with this Agreement:

1. Tuberculosis Screening: Two negative PPD skin tests within the previous 12 months (or documentation of negative PPD skin tests for a consecutive two-year period-most recent within the past 12 months). *If under the age of 21 years then only one PPD skin test done within the year is required.*

If a history of a positive skin test exists, a radiology report of a clear Chest X-Ray within the past year and an annual TB Screening Questionnaire is needed. If Student or Clinical Instructor is here for greater than one year with an X-Ray on file, then only an annual TB Screening Questionnaire is needed.

2. **Students in Patient Care areas**: Immunizations or laboratory evidence of immunity to:
 - a. Varicella: Laboratory documentation of immunity or documentation of two doses of Varicella vaccine.
 - b. Rubella (German measles): Laboratory documentation of immunity or documentation of MMR or any rubella containing vaccine.
 - c. Rubeola (Measles): Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
 - d. Mumps: Laboratory documentation of immunity or documentation of two doses of MMR vaccine.
 - e. Hepatitis B: Laboratory documentation of immunity or documentation of vaccine series (three injections).
 - f. TDaP: Documentation of one lifetime dose of “TDaP” (tetanus, diphtheria and pertussis) or documentation of a follow-up dose of Td (tetanus, diphtheria) a minimum of every 10 years.
3. Seasonal Influenza Vaccination.
4. Statement of a clear criminal background check, to include a search of a national criminal database, and county criminal database searches in each county that s/he has lived or worked within the last 7 years. Search should be performed within the 3 months prior to arrival at any JMH Facilities.
5. **Only if providing patient care**: Copy of current BLS Card, as applicable.
6. Documentation of completed HealthStream Course or JMH Compliance Modules, as applicable.
7. Evidence of Student’s health insurance.
8. Compliance with the JMH Drug Free Workplace Policy, including but not limited to a urine test for the following drugs: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, PCP, propoxyphene (Darvon), and opiates.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SCHOOL

None.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO JMH

None.

EXHIBIT F

CLARIFICATION OF REQUIREMENTS FOR CLINICAL AGREEMENTS (NURSING PROGRAMS ONLY)

This Exhibit is meant only to clarify the language in the Agreement so that it conforms to the requirements and language of Section 1427, Chapter 14, Title 16, of the California Code of Regulations with respect to nursing education, and does not supersede any other terms of the Agreement.

SCHOOL'S RESPONSIBILITIES:

Supervision SCHOOL shall supervise all instruction and clinical/non-clinical experiences for students given at JMH.

Responsibility for Students SCHOOL shall retain ultimate responsibility for Students' instruction, grading, and academic records. SCHOOL shall provide instruction and supervision of Students to insure the safe and continuous health care services to the patients.

Faculty Responsibilities SCHOOL Faculty responsibilities include, but are not limited to:

- Provide classroom theory and practical instruction to Students prior to their clinical assignments at JMH.
- Prepare Student/patient assignments and rotation plans for each Student in coordination with JMH.
- Communicate (oral and written) with JMH throughout the Clinical Training at JMH regarding Student performance and evaluation, assignments of Students, and other pertinent information.
- Provide JMH with all required Student information, including annual health examination, proof of immunity consistent with JMH's policies, current CPR, bloodborne pathogen training and completion of a background check.

Orientation of Students SCHOOL shall provide an orientation to JMH for all Students that includes orientation to the unit environment, patient care routines, policies, procedures, and communication with Faculty and JMH staff.

Communication SCHOOL shall designate a faculty member (Program Director) to coordinate with a designee of JMH in the planning of the Program to be provided to the Students. SCHOOL shall keep JMH's designee informed of the written objectives of the educational Program, all pertinent information about Students and the educational Program.

MEDICAL FACILITY'S RESPONSIBILITIES:

Experience JMH shall accept from SCHOOL the mutually agreed upon number of Students, and shall provide these Students with supervised and appropriate clinical experience that will enable Students to meet the written objectives of the educational Program.

Responsibility for Patients JMH shall retain ultimate responsibility for patient care and services. JMH shall provide staff of adequate number and quality so as to insure the safe and continuous health care services to the patients.

JMH's Staff Responsibilities In addition to the responsibilities specified in Article II of the Agreement, JMH's staff responsibilities shall include:

- Assist in the selection of appropriate patients for Student Clinical Training.
- Facilitate Student's Clinical Training to assist the Student to meet the written objectives of the educational experience.
- Communicate with the SCHOOL throughout the Clinical Training at JMH regarding Student performance, assignments of Students, and other pertinent information.

Orientation of Faculty JMH shall provide an orientation to SCHOOL Faculty prior to such Faculty bringing Students to JMH site. The orientation shall include orientation to JMH environment, patient care routines, policies, procedures, and communication with JMH staff.

Communication JMH shall designate one or more coordinators (Preceptor) to work with the SCHOOL in the planning of the Program to be provided to the Students. JMH's designee shall keep the SCHOOL informed of all pertinent policies, procedures, rules and regulations that affect the Students at JMH.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION PROCLAIMING MARCH 2020 AS

WOMEN’S HISTORY MONTH AT SOLANO COMMUNITY COLLEGE

RESOLUTION NO. 19/20-15

WHEREAS, women have been equal partners in the development and history of the United States; and

WHEREAS, with the passage of Public Law 100-9, the month of March was officially established as National Women’s History Month; and

WHEREAS, women’s roles in history and their contributions to world civilization have been overlooked in the past; and

WHEREAS, the theme of Women’s History Month 2020 is “Valiant Women of the Vote”; and

WHEREAS, Solano Community College, as a public institution of higher learning is dedicated to providing opportunities for all people so that they can reach their highest potential; and

WHEREAS, as an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments; now therefore be it

RESOLVED, that the Solano Community College District Governing Board proclaims March 2020 as Women’s History Month.

PASSED AND ADOPTED this 19th day of February 2020 by the Governing Board of Solano County Community College District.

QUINTEN R. VOYCE, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY