

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

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

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**EMPLOYMENT 2017-2018**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Melanie Wildeman	Administrative Assistant IV-Counseling (Range 14/Step 2)	09/25/17

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Michelle Mack	Adjunct Instructor – Counseling (not to exceed 67%)	09/05/17

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Ricardo Mejia	Change from Student Services Assistant II-Financial Aid (Range 13/Step 2) to Financial Aid Specialist (Range 15/Step 1)	10/01/17

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Mary Jones  
Human Resources

September 8, 2017  
**Date Submitted**

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

September 8, 2017  
**Date Approved**

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**Out of Class**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Karen Mitchell	Human Resources Generalist	09/01/17 – 12/31/17	\$245.73/month \$982.92 Total

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Valerie Barreto	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Traci Cohen	Teaching Apprentice- English	Transformation Grant	08/14/17 – 06/30/18 (Revised)	\$21.00 hr.
Amy Dauffenbach	STEM Scholar's Counselor	NSF STEM Scholars Grant	07/01/17 – 06/30/18	\$69.05 hr.
Dylan Brie Ducey	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Lawrencia Dwumfuoh	Student Services Generalist	SSSP	07/21/17 – 06/30/18	\$16.56 hr.
Renee Hamlin	Teaching Apprentice- English	Transformation Grant	08/14/17 – 06/30/18 (Revised)	\$21.00 hr.
Alexander Jones	Student Services Generalist	SSSP	09/11/17 – 06/30/18	\$16.56 hr.
Kate Lim	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Sreyneang Lim	Student Services Generalist	SSSP	09/07/17 – 06/30/18	\$16.56 hr.
Veronica Lindsey	Student Services Generalist	SSSP	07/01/17 – 06/30/18	\$16.56 hr.
Carlena Miles	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Clay Norris	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Jimmy Ojeda Pedraza	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Fiorella Polo- Espinoza	FA Student Services Assistant II	SFAA-BFAP	07/01/17 – 06/30/18	\$16.56 hr. (Revised)
Lauren Renville	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sherron Robertson	Office Assistant	Equity	09/01/17 – 06/29/18	\$11.60 hr.
Kathleen Velasco	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.
Johnathan Wells	Teaching Apprentice- English	Transformation Grant	08/10/17 – 06/30/18 (Revised)	\$21.00 hr.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Rachel Ancheta	Human Resources Manager	09/15/17
Lily Nosce	Adjunct Instructor – Biology	12/12/17
Jennifer Smith	Adjunct Instructor – Mathematics	08/04/17

**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:**

08/01/17	Vendor Payments	2511079509-2511079560	\$693,746.90
08/07/17	Vendor Payments	2511079561	\$1,381.80
08/07/17	Vendor Payments	2511079562-2511079567	\$25,458.23
08/07/17	Vendor Payments	2511079568-2511079573	\$2,706,651.16
08/07/17	Vendor Payments	2511079574-2511079581	\$1,009,137.54
08/07/17	Vendor Payments	2511079582-2511079627	\$121,870.55
08/14/17	Vendor Payments	2511079628	\$9,531.00

*CONTINUED ON 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: \_\_\_\_\_

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$ 8,478,647.26</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Joanne Shultz, Ed.D. CPA  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

September 8, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

September 8, 2017

**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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

08/14/17	Vendor Payments	2511079629-2511079631	\$12,220.80
08/14/17	Vendor Payments	2511079632-2511079633	\$963.61
08/14/17	Vendor Payments	2511079634-2511079639	\$43,948.96
08/15/17	Vendor Payments	2511079640-2511079706	\$711,913.10
08/17/17	Vendor Payments	2511079707-2511079986	\$63,178.51
08/17/17	Vendor Payments	2511079987	\$70,757.37
08/17/17	Vendor Payments	2511079988-2511079989	\$81,244.04
08/17/17	Vendor Payments	2511079990-251107991	\$78,145.51
08/17/17	Vendor Payments	2511079992-2511079995	\$116,352.44
08/22/17	Vendor Payments	2511079996	\$450.00
08/22/17	Vendor Payments	2511079997-2511079998	\$1,535,190.39
08/22/17	Vendor Payments	2511079999-2511080054	\$158,666.48
08/28/17	Vendor Payments	2511080055-2511080060	\$48,156.81
08/28/17	Vendor Payments	2511080061	\$812.81
08/28/17	Vendor Payments	2511080062-2511080066	\$108,256.61
08/28/17	Vendor Payments	2511080067-2511080142	\$224,138.66
08/30/17	Vendor Payments	2511080143-2511080175	\$612,496.81
08/31/17	Vendor Payments	2511080176-2511080434	<u>\$43,977.17</u>
<b>TOTAL:</b>			<b>\$ 8,478,647.26</b>

**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**

**Superintendent-President's Office**  
**Celia Esposito-Noy, Superintendent-President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
CIL Consulting, LLC	Banner user classification review and enhancement	September 25, 2017 – December 1, 2017	Not to exceed \$17,955.00

**Academic Affairs**  
**David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Michael Cook	Provide set design for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$2,000.00
John Crosthwaite	Fight coordinator for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$100.00
Kevin Fortney	Sound design for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$1,000.00
Jennifer Guggemos	State Manager for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$1,000.00
Ken Hein	Lighting design for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$2,000.00

**Joanne Schultz, Ed.D. CPA**  
 Finance & Administration

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

September 8, 2017  
**Date Submitted**

September 8, 2017  
**Date Approved**

**Academic Affairs (Cont.'d)**  
**David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Mark Middleton	Musical and Vocal Director for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$200.00
Rebecca Valentino	Costume design for Peter and the Starcatcher	September 20, 2017 – November 3, 2017	Not to exceed \$2,000.00

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
John Bell Bell Painting 136 Arroyo Court Vacaville, CA 95687	1999 GMC Van Operational Vehicle \$3,500.00	Auto Technology

Acceptance of this donation is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Joanne Schultz, Ed.D.  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Finance & Administration

**VICE PRESIDENT APPROVAL**

September 8, 2017

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

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

September 8, 2017

**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR THE VALLEJO CENTER HVAC  
REPLACEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Vallejo Center HVAC Replacement Project Notice of Completion. On April 19, 2017, Bell Products, Inc. was awarded a contract for the Vallejo Center HVAC Replacement Project. The scope of work included labor, materials, and equipment necessary for the replacement and modification of the existing HVAC system at the Vallejo Center.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<b>\$0</b>
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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**

Finance & Administration

**VICE PRESIDENT APPROVAL**

September 8, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
Superintendent-President

September 8, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

When recorded mail to:  
Lucky Lofton, Executive Bonds Manager  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 9/20/17
  7. The Project Name is: Vallejo Center HVAC Upgrade Project
  8. DSA Number (if applicable): 02-115704
  9. The contractor for such work of modernization is: Bell Products, Inc.
  10. The name of the contractor's Surety Co. is: Great American Insurance Company, Malloy Imrie & Vasconi Insurance Services.
  11. The date of contract between the contractor and the above owner is: 4/19/17
  12. The street address of said property is: 545 Columbus Parkway, Vallejo, CA 94591
  13. APN #: 0081-800-340
  14. The property on which said work of modernization was completed is in the City of Vallejo, County of Solano, State of California, and is described as follows: Replacement and modification of existing HVAC system.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed. D.  
Solano Community College District

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### Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RESOLUTION NO. 17/18-04 Resolution of the Board of Trustees in Support of All Students**

**REQUESTED ACTION:**

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

**SUMMARY:**

Resolution No. 17/18-04 Resolution of the Board of Trustees in Support of All Students is being presented to offer support to those affected by the recent decision to eliminate DACA.

Approval is requested at this time.

**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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

\_\_\_\_\_  
Celia Esposito-Noy, Ed.D.  
**PRESENTER'S NAME**

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4000 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
**ADDRESS**

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(707) 864-7299  
\_\_\_\_\_  
**TELEPHONE NUMBER**

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**VICE PRESIDENT APPROVAL**

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August 25, 2017  
\_\_\_\_\_  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

\_\_\_\_\_  
**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

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September 6, 2017  
\_\_\_\_\_  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION OF THE BOARD OF TRUSTEES IN  
SUPPORT OF ALL STUDENTS**

**RESOLUTION NO. 17/18 - 04**

**Whereas**, Solano Community College District Board of Trustees stands in support of all of our students;

**Whereas**, Solano Community College is committed to educating every member of our community through the provision of an educational environment that supports and protects students from any disruption which may impair their right to an education;

**Whereas**, on September 5, 2017, the President of United States, through Executive Order, rescinded the pre-existing Executive Order (June 20, 2012) titled “Deferred Action for Childhood Arrivals (DACA)”;

**WHEREAS**, the California Community College, the California State University and the University of California systems have denounced this decision to terminate the DACA program;

**WHEREAS**, the California Community College Chancellor’s Office (CCCCO) issued a statement which condemns the ending of DACA as “a heartless and senseless decision that goes against American ideals and basic human decency” and that the CCCCCO “will do all within [its] power to assist students affected by this decision”;

**Whereas**, the District abides by federal and state laws including the Family Educational Rights and Privacy Act (FERPA) that governs student records, and AB 540 and the California DREAM Act which affords non-resident students access to college; and,

**Whereas**, Solano Community College District supports the Deferred Action for Childhood Arrivals (DACA) program and believes that California and the United States is well-served by having a diverse, educated population which includes our DACA students;

**THEREFORE, BE IT RESOLVED** that the Solano Community College District Board of Trustees affirms its continuing support for the District’s diverse student population, including students who adhere to the requirements of the DACA program; and,

**BE IT FURTHER RESOLVED** that the Solano Community College District Board of Trustees supports the District’s practice of adhering to FERPA to protect the rights and safety of all of its students and employees.

\_\_\_\_\_  
**ROSEMARY THURSTON, BOARD PRESIDENT**

\_\_\_\_\_  
**CELIA ESPOSITO-NOY, ED.D., SECRETARY**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RESOLUTION NO. 17/18--05: TO APPROVE  
APPOINTMENT TO CITIZENS' BOND OVERSIGHT  
COMMITTEE (CBOC),**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Resolution No. 17/18-05, to appoint one citizen to fill the vacancy on the Citizens' Bond Oversight Committee (CBOC) representing a Construction/Trade Industry.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested citizen. After consideration of the candidate's qualifications, the Board Subcommittee recommends the appointment of Holly Brown, a Dixon, California resident.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Not Applicable

<i>Ed. Code:</i> 15278	<i>Board Policy:</i> 3390	<i>Estimated Fiscal Impact:</i> \$0
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Celia Esposito-Noy, Ed.D  
Superintendent-President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

September 12, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 20, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE  
CITIZENS' BOND OVERSIGHT COMMITTEE**

**RESOLUTION NO. 17/18-05**

**WHEREAS**, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 17/18-05 at its September 20, 2017 meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

**WHEREAS**, The CBOC Bylaws contains the purpose, duties, meeting frequency and reporting requirements, membership, and term conditions of the committee;

**WHEREAS**, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

**RESOLVED**, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

**PASSED AND ADOPTED**, This 20th day of September 2017, by the Governing Board of the Solano Community College District.

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ROSEMARY THURSTON, PRESIDENT

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CELIA ESPOSITO-NOY, ED.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW ADMINISTRATIVE LEADERSHIP GROUP (ALG)  
MANAGEMENT JOB DESCRIPTION, DISTRICT  
PROJECT MANAGER – BOND / CAPITAL & FACILITIES

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Administrative Leadership Group (ALG) position. This position will plan, organize and administer major construction projects including improvement, modification and construction of facilities throughout the District and provides owner oversight of contract design professionals and construction contractors throughout the construction process. Additionally, this position is responsible for building management and maintenance throughout District facilities.

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: 88009 Board Policy: 4010 Estimated Fiscal Impact: \$104,805.48 and Health and Welfare Benefits

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7299

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

September 11, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

September 20, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **FACILITIES PROJECT MANAGER – Bond / Capital & Facilities**

**DEFINITION:** The Facilities Project Manager plans, organizes and administers major construction projects including improvement, modification and construction of facilities throughout the District and provides owner oversight of contract design professionals and construction contractors throughout the construction process. Additionally this position is responsible for building management and maintenance throughout District facilities.

### **EXAMPLES OF DUTIES/ESSENTIAL FUNCTIONS:**

- Assists the Executive Bond Manager and District management in the preparation, coordination, development and maintenance of the Facilities Master Plan.
- Manages District, State and local Bond funded construction projects from bid award to close-out.
- Ensures facilities construction activities are performed in conjunction with local, State and Federal agencies;
- Provides assistance to managers, faculty, staff and students, (under direction of Executive Bond Manager), on building and college facilities projects, including the development of project specifications and equipment needs for projects and in coordinating the planning functions with the project architects and engineers.
- Assists the Executive Bond Manager in serving as a District liaison to local, State and Federal facility planning agencies, architects, engineers, and technical consultants, inspectors and contractor representatives related to facilities planning, approvals, funding, and construction.
- Plans, organizes, coordinates and manages assigned facility projects, including plans and specifications, bid documents, contract awards, project management, construction, change orders and contract completion acceptances, and construction close-out.
- Provides budget expenditure control administration for assigned planning, construction and maintenance projects; gathers financial data and project status information for inclusion in staff, committee and Governing Board reports.
- Participates in the continued evaluation and improvement of the facilities projects and planning functions of the District.
- Directs and reviews the work of architects and other consultants; monitors design professional and construction contractor compliance with budget and schedule; observes construction for quality and conformance with contract requirements in accordance with inspection requirements; represents the District at construction meetings with design professionals and contractors.
- Directs preconstruction services and activities to establish conformity of the project plans and documents; leads planning for swing space development and for departmental relocation move management
- Manages warranty period claims and dispute resolutions.
- Coordinates disposal or sale of furniture, fixtures and equipment made surplus by the project and plans temporary storage for items to be retained.
- Recognizes need for, and when appropriate, employs testing and inspection firms to assess buildings for hazardous materials and remediation prior to construction start.
- Coordinates and maintains Districtwide input to space inventory and scheduled maintenance plans.
- Researches educational, civil, and contract codes to ensure compliance with legal and regulatory changes. Drafts and submits changes for consideration through the shared governance process. Revises and maintains procedural guidelines and process flowcharts for use as desk and service guides within the district.

## FACILITIES PROJECT MANAGER

- Performs other related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

**Knowledge Of:** Project management fundamentals; managing the planning, design and construction of new buildings and renovations; submittal requirements of the Department of State Architect and the California Department of Finance; the California Environmental Quality Act; Americans with Disabilities Act; Public Contract Code and applicable California Code of Regulations; knowledge of California community college facilities and bond management laws and standards.

**Ability To:** Organize, implement and direct complex management activities in the areas of construction and planning; manage several complex projects simultaneously; weigh the relative costs and benefits of potential actions; effectively communicate orally and in writing; effectively supervise and direct design professionals, consultants and contractors; prepare, interpret and work with plans, specifications, schematics, diagrams and drawings; communicate effectively both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work; work collaboratively and to resolve problems.

**Education/Training:** Earned Bachelor's degree in Construction Administration, Architecture, Engineering, Business, Management or related field, or the equivalent.

Understanding of, sensitivity to, and respect for the diverse academic, socio-economic, race, ethnicity, gender identity, sexual orientation, age, politics, philosophy, disability, and religious background of all students, faculty and staff.

**Experience:** Four years of increasingly responsible construction project management or related experience.



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #2 TO RUDOLPH AND SLETTEN, INC. FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #2 to the contract with Rudolph & Sletten, the Design Build Entity (DBE) for the Biotechnology and Science Building Project. On August 5, 2015 the Board approved a contract to Rudolph and Sletten, Inc. for the Biotechnology and Science Building Project. On November 19, 2015, the Board approved deductive Change Order #1 to reduce the contract by removing the FF&E Allowance because the District decided to procure those items directly.

*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 new instructional space and equipment

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: No cost</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Vice President, Finance and Administration		September 8, 2017
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>
September 8, 2017		<b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #2 TO RUDOLPH AND  
SLETTEN, INC. FOR THE BIOTECHNOLOGY AND  
SCIENCE BUILDING PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This proposed change order #2 includes language revisions to achieve contract consistency regarding the date Guarantee and Warranty period begins and to extend the final completion date. This change order is a zero cost change.

This Change Order is to replace Exhibit E Project Milestone Schedule with the attached new Exhibit E which reflects an extension of the Final Completion date to be October 18, 2017. The Contractor successfully achieved Substantial Completed July 17, 2017, in compliance with contract requirements. Extending the final completion date from September 19, 2017 to October 18, 2017 will allow adequate time for completion of Punch List work and close out activities.

This Change Order further revises Sections 00 50 00, 3.18.1 and 3.19.1 as attached to acknowledge date of Substantial Completion to be start date of the two year Guarantee and Warranty period, except for the three large Bioreactors for which the start of the Guarantee and Warranty period shall be Final Completion. This achieves consistency with other sections of the contract documents, in particular the Criteria Documents.

The Board is asked to approve a zero dollar change order to Rudolph & Sletten, which clarifies start of Guaranty and Warranty period to be date of Substantial Completion, and extends the Final Completion date to be October 18, 2017.

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



# Change Order

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

Swinerton Consulting and Management

Change Order # 2  
 Project No.: 15-012  
 Date: 09/20/17

DSA File No.: \_\_\_\_\_  
 DSA App. No.: \_\_\_\_\_

Project: Biotechnology & Science Building  
 2001 North Village Parkway  
 Vacaville, CA 95688

To: Biotechnology & Science Building  
 2001 North Village Parkway  
 Vacaville, CA 95688

**The Contract is Changed as Follows:**

CPE No.

n/a Exhibit E- Project Milestone Schedule amended September 20, 2017- Final Completion date October 18, 2017. \$0.00

n/a Amend Section 00 50 00, 3.18.1 and Section 3.19.1 to read as attached, starting the Guarantee and Warranty period at District's Certificate of Substantial Completion date, except for the three large bioreactors and installation, for which the start of Guarantee and Warranty period shall be the date of Final Completion. \$0.00

<b>TOTAL COST OF CHANGE ORDER</b>	<b>ADD</b>	\$0.00
<b>FINAL CHANGE ORDER AMOUNT</b>	<b>Deduct</b>	<b>\$ -</b>

Original Contract Sum:	\$	28,930,000.00
Total change By Previous Change Orders:	\$	(2,630,000.00)
Contract Sum Prior to This Change Order:	\$	26,300,000.00
Original Contract Sum will be Increased by This Change Order:	\$	-
The New Contract Sum Including This Change Order Will Be:	<b>\$</b>	<b>26,300,000.00</b>
Original Contract Completion Date:		9/17/2017
The New Contract Completion Date Will Be:		10/18/2017
Contract Time Will be Changed by This Change Order:		31 Days
The date of substantial completion as of the of this change order is		7/19/2017

ARCHITECT \_\_\_\_\_  
 AOR The SmithGroupJJR  
 301 Battery Street, 7th Floor  
 San Francisco, CA 94111

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
 DBE Rudolph and Sletten, Inc.  
 1600 Seaport Blvd., Suite 350  
 Redwood City, CA 94063

Date: \_\_\_\_\_

(Affix stamp here)

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:** **CONTRACT AMENDMENT #3 TO OMNI-MEANS LTD.  
FOR PROFESSIONAL SERVICES FOR THE VACAVILLE  
CENTER INTERSECTION IMPROVEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On June 15, 2016 the Board approved the subject professional services agreement for the project, which generally consisted of signaling the intersection, including associated modifications, such as new curb ramps and widening the driveway to the Annex facility. The agreement value was \$58,164, and was supplemented by Amendments #1 and # 2 as approved at the January 18, 2017 and August 16, 2017 Board meetings, respectively.

The Board is requested to approve Amendment #3 for services to re-design the driveway elevations

*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.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$5,400 Measure Q Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Finance and Administration		September 8, 2017
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>
September 8, 2017		<b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO OMNI-MEANS LTD.  
FOR PROFESSIONAL SERVICES FOR THE VACAVILLE  
CENTER INTERSECTION IMPROVEMENT PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

and grades, and specify a concrete apron to allow the existing PG&E electrical vault to remain in place. The proposed amendment allows for 45 engineering hours for the work and coordination with the City.

Following is a summary of the Contract amount:

\$ 58,164 Original Contract Sum  
\$ 20,440 Previous Approved Amendments  
\$ 5,400 This Proposed Amendment  
\$ 84,004 New Contract Sum

The Board is asked to approve this Amendment #3 to the contract in the amount of \$5,400 for a total contract amount of \$84,004.

The Amendment #3 may be viewed online at: <http://www.solano.edu/measureq/planning.php>.

## AMENDMENT # 3 TO AGREEMENT

### PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Omni-Means, Ltd.** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated January 18, 2017 for services related to the **Vacaville Center Intersection Improvements Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Center Intersection Improvements Project.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

### AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:  
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eighty-four Thousand and Four Dollars (\$84,004)**. This fee is an increase of total to the August 19, 2015 Agreement amount of \$58,164, plus Amendment #1 in the amount not to exceed \$9,400, plus Amendment #2 in the amount not to exceed \$11,040, plus Amendment # 3 in the amount of \$5,400.
  
2. The language in Exhibit A is further modified (following Amendment #2) to read:  
  
Scope of work added to the original agreement will include:  
  
Services to re-design the driveway elevations and grades to allow for the existing PG&E electrical vault to remain in place. The re-design services will include coordination with the City and District, calculations for driveway and roadway slopes, ensuring current design of curb and gutter will work with the new grades and elevations, design of a concrete apron surrounding the existing vault to allow for feasible pavement maintenance in the future (for the City of Vacaville), and obtaining City approval of the re-design.  
  
Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendments thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendments.
  
3. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**Omni-Means Ltd.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lucky Lofton

Print Name: \_\_\_\_\_

Print Title: Executive Bonds Manager

Print Title: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: MASTER EDUCATION AFFILIATION AGREEMENT  
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT  
AND JOHN MUIR HEALTH, WALNUT CREEK,  
CALIFORNIA (NEW)

REQUESTED ACTION:

Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

A new master education affiliation agreement (replacing the attached expired clinical experience agreement) between Solano Community College District, and John Muir Health, 1400 Treat Blvd., Walnut Creek, CA 94597, is being presented for review and approval by the Governing Board. The term of the agreement is from September 21, 2017 through September 20, 2020.

(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: \_\_\_\_\_

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Robert J. Gabriel, Ph.D., Dean, School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D., Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

September 8, 2017

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

September 8, 2017

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## MASTER EDUCATION AFFILIATION AGREEMENT

This MASTER EDUCATION AFFILIATION AGREEMENT (“**Agreement**”), effective as of **09/01/2017** (“**Effective Date**”) is entered by and between JOHN MUIR HEALTH, a California nonprofit public benefit corporation, on behalf of its hospitals and locations (“**JMH**”), JOHN MUIR HEALTH, BEHAVIORAL HEALTH CENTER, a California nonprofit public benefit corporation (“**JMHBHC**”), and JOHN MUIR PHYSICIAN NETWORK, a California nonprofit public benefit corporation, on behalf of all of its primary care and outpatient clinics (“**JM**”) (collectively “**JM**”) on the one hand, and SOLANO COMMUNITY COLLEGE, a California Community College (“**SCHOOL**”), on the other hand. JMH, JM 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 John Muir Medical Center – Walnut Creek (“**JMMC-Walnut Creek**”) and John Muir Medical Center – Concord (“**JMMC-Concord**”), a home health agency known as John Muir Home Health Services (the “**Agency**”), and other centers, services and facilities throughout Contra Costa County, California.

B. JMHBHC owns and operates a freestanding acute care psychiatric facility and residential care facility.

C. JM owns and operates primary care and outpatient clinics staffed, in part, JMHBHC, 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 facilities (with respect to Students, the “**Student Services**” and with respect to Faculty, the “**Faculty Observation**”).

F. JM 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 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).

G. The JM centers and clinics available for Student Services and Faculty Observation are set forth in Exhibit B (each a “**JM Facility**” and collectively the “**JM Facilities**”).

**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, "**Clinical 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 Clinical 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 JM Facilities.

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

(b) **Program Directors.** 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 direction of Students' Clinical Training in the applicable Program ("**Program Director**"). The Program Directors associated with each of the Programs are identified in Exhibit B. Each Program Director shall also serve as SCHOOL's liaison with JM and the other Clinical Instructors for the applicable Program. The Program Director shall possess suitable equivalent qualifications as an instructor, clinician, and administrator for the Program, as determined by SCHOOL. Without limiting the foregoing, the Program Director shall be responsible for the following:

(i) Coordinating Students' educational activities and assignments while they participate in Clinical Training at JM Facilities;

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

(iii) Maintaining records concerning the education of Students and of Students' time spent on Clinical 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 JM Facilities) to JM sufficiently in advance of their clinical 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 JM 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 Clinical Training; and (c) satisfy all of the requirements and qualifications set forth in Exhibit C attached to this Agreement, as modified or amended by JM from time to time. SCHOOL shall, at its sole cost and expense, submit to JM such documentation and information as JM may request from time to time to verify Students' and/or Faculty member compliance with the requirements and qualifications set forth in this Agreement.

**1.5. Clinical Instructor Requirements and Qualifications.** SCHOOL shall ensure that each Clinical Instructor providing Clinical Training under this Agreement shall: (a) be approved in advance by JM 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 JM from time to time. SCHOOL shall, at its sole cost and expense, submit to JM such documentation and information as JM may request to verify Clinical Instructors' compliance with the requirements and qualifications set forth in this Agreement.

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

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

**1.9. Compliance with Laws, Rules and Regulations.** SCHOOL shall comply, and shall ensure that participating Students, Faculty, and Clinical 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, JMHBHC, JMPN and other JM

Facilities; (c) the standards and recommendations of The Joint Commission; and (d) any performance standards or protocols applicable to the Clinical Training or the Program(s), each as adopted or amended from time to time (the “**JM 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 pre-licensure and/or continuing education clinical 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 Clinical Instructors.** SCHOOL shall, upon written request by JM, immediately remove any Student, Faculty, and/or Clinical Instructor from participating in Student Services, Faculty Observation or Clinical Training, as applicable, who:

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

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

(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 Clinical 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 Clinical Instructors’ time spent in any Program activities conducted under this Agreement, as may be required by SCHOOL and the JM Rules; provided, however, that all patient medical records shall be and remain the sole property of JM.

**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 JM'S RESPONSIBILITIES

**2.1. Clinical Training.** JM shall permit such Students and/or Faculty as approved in advance by JM in accordance with this Agreement to observe and participate in Clinical 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 Clinical Training provided at the JM Facilities shall be subject to the prior approval of JM in its sole and absolute discretion.

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

(a) Plan, in conjunction with SCHOOL, the Program and Clinical 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 JM Facilities at all times that Students and/or Faculty are scheduled to participate in Clinical Training at the JM Facilities and to provide assistance, education and instruction of Students with respect to Clinical Training;

(c) Meet with or otherwise contact SCHOOL to discuss any questions or concerns regarding the Program(s), Students, Faculty, Clinical Instructors, or Clinical 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; JM Rules.** JM shall be responsible for orientation of Students, Faculty, and Clinical Instructors regarding information about the JM Facilities and the JM Rules.

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

**2.5. Clinical Staffing.** JM shall ensure that staffing at the JM 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.** JM 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 JM. JM 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 JM within thirty (30) days after written notice of such breach from JM; (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 Clinical Instructor who has not been approved by JM to furnish Clinical Training under this Agreement; (B) permits a Student to provide Student Services who has not been approved by JM to furnish Student Services under this Agreement; (C) permits a Faculty member to participate in Faculty Observation who has not been approved by JM 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 a Clinical Instructor from furnishing Clinical Training in accordance with Section 1.10 of this Agreement; or (v) JM 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 JM or any Affiliate (as defined below).

(b) Termination by SCHOOL. SCHOOL may terminate this Agreement immediately upon breach of this Agreement by JM which is not cured to the satisfaction of SCHOOL within thirty (30) days after JM'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 Clinical 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 Clinical Instructors who provide Clinical Training under this Agreement.

(b) General Liability Insurance. SCHOOL shall provide and maintain general liability coverage using Insurance Services Office occurrence form CG 00 01 with an edition date prior to 2004 (bodily injury, property damage, personal and advertising injury, and products and completed operations coverage), or an equivalent form that is as broad with no limiting endorsements, 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 JM 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 Students, Faculty, and/or Clinical Instructors, SCHOOL shall maintain and provide evidence of accident insurance on each Student, Faculty, and/or Clinical 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 JM. JM 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 Clinical 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 JM, (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 JM 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, Clinical 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 JM 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 JM. JM 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 JM and its officers, employees, or agents.

(b) By SCHOOL. SCHOOL shall defend, indemnify, and hold JM, 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 JM in connection with the defense of such claims) (collectively, "JM Losses") arising out of the performance of this Agreement, but only in proportion to and to the extent such JM 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 JM Facilities.** JM shall retain professional and administrative responsibility for the operation of the JM Facilities and the services being provided under this Agreement, as and to the extent required by California Code of Regulations, title 22, Section 70713. JM'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 JM 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 JM to an entity owned, controlled by, or under common control with JM (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 JM. 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 Clinical 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 JM. SCHOOL, Students, Faculty and Clinical 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 JM, any JM 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 JM 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 JM’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 JM 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 JM (“**Workforce Records**”) that are not considered educational records and are not governed by the disclosure limitations of FERPA. Workforce Records may be released by JM, without the consent of Student or SCHOOL, to accrediting organizations to carry out their accreditation of the JM 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 Clinical Instructors shall comply, with all JM Rules relating to access to and use of patient information, and shall immediately report to JM any misuse of such information or breach of the security of such information. Neither SCHOOL nor any Student, Faculty, or Clinical 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 Clinical Instructor’s performance of Student Services, Faculty Observation or Clinical Training, as applicable, pursuant to this Agreement. All other uses are prohibited without the prior written consent of JM. Except for treatment purposes, SCHOOL, Students, Faculty, and Clinical Instructors shall have access to and use only the minimum information necessary to provide services to JM.

**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 JM and SCHOOL, will be included on the master list of contracts maintained by JM.

**5.16. Medicare Books, Documents and Records.** SCHOOL shall make available, upon written request from JM, 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 JM of the nature and scope of such request, and SCHOOL shall make available, upon written request of JM, 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 JM, 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 Clinical 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 JM 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 Clinical Instructors may refer patients to any hospital or other health care facility or provider deemed by SCHOOL, Students, Faculty, or Clinical 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 Clinical Instructor to refer patients to JM 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 JM and SCHOOL or any Student, Faculty, or Clinical Instructor. SCHOOL shall be solely responsible for paying all expenses related to SCHOOL, including Faculty and Clinical 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 JM 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.

**JOHN MUIR HEALTH**

JOHN MUIR HEALTH,  
BEHAVIORAL HEALTH CENTER

By: Cindy Bolter  
Cindy Bolter  
Title: CNO/COO, John Muir Health, Behavioral Health Center

**Address for Notices:**  
John Muir Health, Behavioral Health Center  
2740 Grant Street  
Concord, CA 94523  
ATTN: Lora Dungo, Executive Assistant

**With a Copy to:**  
John Muir Health  
1400 Treat Boulevard  
Walnut Creek, CA 94597  
Attn: Legal Services

**“SCHOOL”:**

SOLANO COMMUNITY COLLEGE, a California Community College

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Address for Notices:**  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197  
ATTN: Division of Health Sciences  
Associate Degree Nursing (ADN) Program

**EXHIBIT A**

**PROGRAMS**

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

<b>School Location/Campus</b>	<b>Program Department / Program Name</b>	<b>Applicable JM Facilities</b>
Solano Community College / Fairfield Campus	Division of Health Sciences / Associated Degree Nursing (ADN) Program	John Muir Health, Behavioral Health Center

The parties may by amend this Agreement to update this Exhibit A to add additional SCHOOL locations, Programs, and applicable JM 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 JM Facility or JM Facilities where Students will participate in Student Services associated with the additional Program(s), if any.

**EXHIBIT B**

**PROGRAM DIRECTORS**

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

**1. [Program #1]**

**PROGRAM DIRECTOR:**

<b>Name:</b>	Erin Craig, MS, RN, CNS-BC, PMHNP-BC
<b>Phone:</b>	707-864-7000x5767
<b>Alt. Phone:</b>	312-518-8391
<b>Email:</b>	erin.craig@solano.edu
<b>Mailing Address:</b>	Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534-3197

**JMHBHC CONTACT:**

<b>Name:</b>	Annette M. Hensley, RN MSN, Clinical Educator
<b>Phone:</b>	925-674-4743 (Office)
<b>Alt. Phone:</b>	925-219-6259 (Cell)
<b>Email:</b>	annette.hensley@johnmuirhealth.com
<b>Mailing Address:</b>	John Muir Health, Behavioral Health Center 2740 Grant Street, Concord, CA 94520

**2. [Program #2]**

**PROGRAM DIRECTOR:**

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

**JMHBHC CONTACT:**

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

3. [Program #3]

PROGRAM DIRECTOR:

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

JMHBHC CONTACT:

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

4. [Program #4]

PROGRAM DIRECTOR:

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

JMHBHC CONTACT:

<b>Name:</b>	
<b>Phone:</b>	
<b>Alt. Phone:</b>	
<b>Email:</b>	
<b>Mailing Address:</b>	

## EXHIBIT C

### QUALIFICATIONS AND REQUIREMENTS

SCHOOL shall ensure that each Student, Faculty member, and Clinical Instructor has, and shall furnish to JM, 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 JM Facilities.
5. **Only if providing patient care**: Copy of current BLS Card, as applicable.
6. Documentation of completed HealthStream Course, as applicable.
7. Evidence of Student's health insurance, as applicable.

**EXHIBIT D**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SCHOOL**

**None.**

**EXHIBIT E**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO JM**

**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 JM.

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

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

Communication SCHOOL shall designate a faculty member (Program Director) to coordinate with a designee of JM in the planning of the Program to be provided to the Students. SCHOOL shall keep JM'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 JM 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 JM shall retain ultimate responsibility for patient care and services. JM shall provide staff of adequate number and quality so as to insure the safe and continuous health care services to the patients.

JM's Staff Responsibilities In addition to the responsibilities specified in Article II of the Agreement, JM'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 JM regarding Student performance, assignments of Students, and other pertinent information.

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

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

<b>ADMINISTRATOR:</b> Keenan & Associates 2868 Prospect Park Drive, #600 Rancho Cordova, CA 95670  916-859-7160 www.keenan.com	LICENSE # <b>0451271</b>  <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.</b>  <b>ENTITIES AFFORDING COVERAGE:</b> ENTITY A: Statewide Association of Community Colleges ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:
<b>COVERED PARTY:</b> Solano Community College District Northern Calif Community Colleges SIA 4000 Suisun Valley Road Fairfield CA 94534	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	SWC 00100-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 00100-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 00100-31	7/1/2017 7/1/2018	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	SWC 00100-31	7/1/2017 7/1/2018	\$ 5,000	\$ Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00101-14	7/1/2017 7/1/2018	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**

Proof of Coverage

<b>CERTIFICATE HOLDER:</b> Proof of Coverage  Solano Community College District 4000 Suisun Valley, Road Fairfield CA 94534	<b>CANCELLATION.....</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.  <div style="text-align: right;">                       John Stephens                      AUTHORIZED REPRESENTATIVE                 </div>
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## DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **APPROVAL OF GOVERNING BOARD POLICY 6030,  
ADVANCED PLACEMENT (NEW)**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time Academic Affairs Policy 6030, Advanced Placement, is being presented for approval. This policy was reviewed and approved by the Academic Senate on August 21, 2017, approved by the College Governance Council on September 13, 2017, and submitted for a first reading at the September 6, 2017 Governing Board meeting.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

David Williams, Ph.D.  
Vice President, Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7117

**TELEPHONE NUMBER**

David Williams, Ph.D.

**VICE PRESIDENT APPROVAL**

September 8, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 8, 2017  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**ADVANCED PLACEMENT**

**6030**

**POLICY:**

*The Superintendent-President shall establish procedures for awarding advanced placement consistent with AB 1985, Advanced Placement Credit, and the California Education Code, Section 79500.*

*These procedures shall be listed in the Solano Community College Catalog and posted on the Solano Community College website.*

**REFERENCES/  
AUTHORITY:**

*AB 1985 Advanced Placement Credit*

*California Education Code Section 79500*

**ADOPTED:**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **2017-2018 LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT TRAINING CONSORTIUM**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Yosemite Community College District, Child Development Training Consortium has approved a local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to the District is \$15,000.

The District will reimburse students a stipend for courses completed with a “C” or above, excluding P.E. or work experience classes that are not child development related. Sabrina Drake will serve as coordinator for this project. Statement of Work: The contractor will generate up to 600 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or upgraded Child Development Permit.

**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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>

Christie Speck  
Director, Early Learning Center

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM  
2017-2018 INSTRUCTIONAL AGREEMENT  
AGREEMENT NUMBER 17-18- 2502**

This Agreement is made and entered into this 1st day of September, 2017, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, and Solano Community College District for Solano College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

**I. STATEMENT OF WORK**

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) mandatory YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably active faculty, either full-time or adjunct, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status

The Campus Coordinator must notify CDTC at least 30 days in advance of a sabbatical leave. A written plan of action that confirms the intent to continue all coordinator duties as outlined in this Agreement, must be submitted for approval. A temporary Campus Coordinator should be assigned to implement the CDTC program in the absence of a Campus Coordinator who is out of the

country or unavailable to continue all coordinator duties.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **600** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2017, and June 30, 2018. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
  - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
  - 2. Are degree or certificate applicable.
  - 3. Are offered for credit with the possible exception of remedial courses.
  - 4. Are transferable whenever possible.
  - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
  - 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
  - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
  - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**
  - 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit,

**AND**

4. Student must work in the state of California.
  5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment*:
- Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.
  - Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
  - Priority 3 Employees of all other programs including center-based and licensed family child care homes.

*Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.*

*Local Priorities for Enrollment*

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be documented with agenda and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2017-2018 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

## II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2017, to and including June 30, 2018. Enrolled units must be completed between July 1, 2017, and June 30, 2018. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2018.

## III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 13, 2017, a 2017-2018 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
  1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
  2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its

identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.

- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

#### **IV. PAYMENT FOR SERVICES**

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$15,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2018. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2017-2018 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2018.

#### **V. RETENTION OF RECORDS AND UNITS**

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

#### **VI. CONTRACT AMENDMENTS**

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support Division.

**VII. 30 DAY TERMINATION NOTICE**

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

**VIII. FUND AVAILABILITY**

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

**IX. NONDISCRIMINATION CLAUSE**

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability

**X. INDEPENDENT CONTRACTORS**

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

**XI. HOLD HARMLESS CLAUSE**

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

**XII. ACKNOWLEDGMENT**

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of

Education, Early Education and Support Division.

**XIII. DRUG-FREE WORKPLACE**

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

**XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

**AGREED TO BY:**

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	<i>Celia Esposito Noy, Ed.D.</i>
Title of Person Signing:	<i>Superintendent - President</i>
Date:	

**Yosemite Community College District:**

Authorizing Signature:	
Printed Name of Person Signing:	<b>Teresa Scott</b>
Title of Person Signing:	<b>Executive Vice Chancellor/Fiscal Services, YCCD</b>
Date:	

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B – 2017-2018 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures** to:  
Child Development Training Consortium  
PO Box 3603  
Modesto, CA 95352

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor:

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

**TO:** Members of the Governing Board

**SUBJECT:** TRANSFER OPPORTUNITY PROGRAM (TOP)  
 AGREEMENT BETWEEN THE REGENTS OF THE  
 UNIVERSITY OF CALIFORNIA AND SOLANO  
 COMMUNITY COLLEGE

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Transfer Opportunity Program (TOP) Agreement between The Regents of the University of California and Solano Community College. By way of advising, academic preparation, and sharing best practices and school policies, the objective of TOP is to support Solano Community College in its efforts to increase the number of transfer ready students.

**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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$7,000.00
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**SUPERINTENDENT’S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Gregory S. Brown  
 Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**UNIVERSITY UNDERGRADUATE ADMISSIONS  
TRANSFER OPPORTUNITY PROGRAM AGREEMENT  
(SOLANO COMMUNITY COLLEGE)**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its department of Undergraduate Admissions (University) and SOLANO COMMUNITY COLLEGE (College). The mission of TOP is to support and enhance a transfer culture for College students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support College in its efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four year institution, particularly to University, is a primary objective.

By entering into an agreement to jointly support TOP services, both institutions expect to:

1. Share operational costs of the services.
2. Work collaboratively to identify, attract and motivate potential transfer students to pursue their education through the bachelor's degree level.
3. Work collaboratively to strengthen the academic preparation, performance and retention of the College students who seek transfer admission into University.
4. Focus on increasing the transfer rate of College's underrepresented students as well as those who do not traditionally transfer to four-year institutions.

**TOP Services.**

University TOP advisers will serve as a resource to the College's faculty, staff and students. Services include the following:

1. In collaboration with the College's transfer center staff or appropriate designee, the University TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to University. This may include academic prep programs in local high schools that promote College attendance and university transfer.
2. TOP advisers will conduct transfer information sessions and workshops for students, faculty and staff.
3. TOP advisers will meet with students individually and/or in group forums to discuss course preparation for transfer to University. This includes appointments scheduled in advance by the Transfer Center staff and walk-in advising, schedule permitting.
4. TOP advisers will provide information and training to students, faculty, and staff in areas including but not limited to:
  - a. UC Application process;
  - b. University admission process;
  - c. University Transfer Admission Guarantee (TAG) process;
  - d. University major availability and requirements;
  - e. University academic program preparation;
  - f. University Student housing; and
  - g. Financial Aid process and resources.
5. TOP advisers will take referrals from College counselors, as well as make referrals to University services and academic departments as appropriate.

6. TOP advisers will act as a liaison between academic and administrative departments in areas pertaining to transfer, which include but are not limited to:
  - a. Articulation
  - b. Academic preparation
  - c. Financial aid
  - d. Student support services and programs
  - e. Intersegmental cross enrollment
  - f. TAG evaluation
7. TOP advisers will conduct/arrange special programs that may facilitate the transfer process, which may include but are not limited to:
  - a. Tours of the University campus
  - b. Special seminars for targeted audiences
  - c. Discover University Programming
  - d. TOP Summit for counselors
8. TOP advisers will attend College's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve College students most effectively. This includes, but is not limited to:
  - a. The use of the UC Transfer Admission Planner (TAP);
  - b. The use of distance advising when convenient to the student; and
  - c. The use of data reports to measure successes and potential needs for improvement. These data reports will also be made available to College upon request.
10. Deliver critical and timely admissions information to students and counselors. Provide admissions materials and publications and develop e-mail messages that specify academic preparation and requirements for University and other relevant admissions and orientation information.

### **Program Responsibilities.**

It is understood that as a joint effort, each party will have a set of unique responsibilities to ensure the success of TOP and to serve the students at College most effectively.

#### **University will fulfill the following responsibilities:**

- 1) Assign dedicated TOP advisers that are knowledgeable in matters related to UC admission policy, University selection processes, and campus specific articulation.
- 2) In consultation with the College Transfer Center staff, or appropriate designee, will determine the frequency of visits to the Transfer Center and provide a schedule prior to the start of each academic term.
- 3) Provide College's articulation officer, transfer center staff and student services personnel with updates regarding changes in articulation or admission/selection requirements at University.
- 4) Encourage the mutual exchange of aggregate students' data between College's Office of Institutional Research (IR) and the University Office of Undergraduate Admissions for research purposes and service improvements.
- 5) Provide the lists of potential transfer students acquired from IR to various University recruitment offices upon request.
- 6) Participate in College's periodic review of the program and staffing needs.

#### **College will fulfill the following responsibilities:**

- 1) Provide appropriate space with internet access for University TOP advisers in order to advise students. Occasionally, will also provide space large enough to accommodate other transfer related events, workshops, and activities.
- 2) Provide administrative support for the TOP adviser in the following ways:
  - a. Appointment scheduling for walk-ins;

- b. Phone scheduling for calls; and
  - c. Publicizing TOP related events and services via College campus communication networks.
- 3) Update the TOP adviser on articulation and curriculum changes, as well as any administrative procedures that may affect the implementation of the program.
  - 4) Provide academic information for students meeting with the TOP advisers, preferably through direct electronic access to transcripts.
  - 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
  - 6) Work in collaboration with University to periodically review the program and staffing needs.

**Term.** The term of this agreement shall be from the date of the last authorized signature below through 6/30/2018.

**Fees.** For services provided by University staff under this Agreement, College shall pay University \$7,000, due within 30 days following receipt of invoice. The parties to this agreement acknowledge that failure to pay the amount set forth will result in discontinuance of all TOP services.

**Notice.** Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

1. **Regarding Agreement.** Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

Business & Revenue Contracts  
University of California, Davis  
One Shields Avenue  
Davis, CA 95616

COLLEGE

Solano Community College  
Attn: Kristin Conner, EdD, Dean  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Phone: 707-864-7256  
E-Mail: Kristin.Conner@solano.edu

2. **Regarding Program.** College's correspondence or inquiries regarding the program or payment should be directed to the University contacts:

- Assoc. Director & TOP Manager: Pamela Blanco, [parueca@ucdavis.edu](mailto:parueca@ucdavis.edu), 530-219-0568
- Business Analyst: Jane Quiring, [jaquiring@ucdavis.edu](mailto:jaquiring@ucdavis.edu), 530-752-3261

**Priority of University Work.** University work always has priority over work to be performed for non-University users.

**Use of University's Name.** College shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University. However, College may, without seeking such written approval, make true and accurate statements of its connection with the University regarding this Agreement and the terms hereof. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the University.

**Indemnification.** Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys'

fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

### **Non-Liability of University.**

1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against College by any third party, or consequential damages.
2. **Delay/Desired Result.** University shall incur no liability to College or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** University shall incur no liability to College or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by College or delivered to University by College in connection with this agreement. College accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by College.

### **Protection of Confidential Data.**

1. University agrees to abide by the limitations on re-disclosure of personally identifiable information from educational records set forth in The Family Education Rights and Privacy Act [34 CFR § 99.33 (a)(2)] with the terms set below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition.** *Covered data and information (CDI)* includes paper and electronic student education record information supplied by College to University.
3. **Acknowledgment of Access to CDI.** University acknowledges that this agreement allows University access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI.** University agrees to hold CDI in strict confidence. University shall not use or disclose CDI received from or on behalf of College except as permitted or required by this agreement, as required by law, or as otherwise authorized in writing by College. University agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of this agreement, University shall return all CDI to College or, if return is not feasible, destroy any and all CDI. If University destroys the information, University provide College with a certificate confirming the date of destruction of the data.
6. **Remedies.** If College can reasonably determine in good faith that University has materially breached any of its obligations under this agreement, the College, in its sole discretion, shall have the right to require University to submit a plan of monitoring and reporting, provide University with a 15 day period to cure the breach, or terminate this agreement immediately if cure is not possible. Before exercising any of these option, College shall provide written notice to University describing the violation and the action it intends to take.

**Disclaimer of Warranty.** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COLLEGE FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.

**Termination.** University may terminate this agreement at any time by giving College 30 calendar days' written notice of such action.

**Amendment.** No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

**Entire Agreement.** This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SOLANO COMMUNITY COLLEGE

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Kelly Gilmore  
Business & Revenue Contracts Manager  
Contracting Services  
UC Davis

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_