

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

**TO:**                                 **MEMBERS OF THE GOVERNING BOARD**

**SUBJECT:**                        **CONSENT CALENDAR - HUMAN RESOURCES**

**REQUESTED ACTION:**     **APPROVAL**

**EMPLOYMENT 2020-2021**

**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>
Matthew McLean	One-on-One Music Instruction	General Fund	10/08/20 – 12/11/20	\$800.00 Stipend
Maureen Powers	Curriculum Committee Project	General	10/08/20 - 05/31/21	\$1,000.00 Stipend
Michele Rivard	One-on-One Voice-Special Project	General Fund	10/08/20 – 12/11/20	\$50.00/hr.
Bryan Stewart	Student Equity & Success Special Projects	SEA	08/20/20 – 06/30/21	\$25.00/hr.
Andrew Wesley	One-on-One Music Instruction	General Fund	10/08/20 – 12/11/20	\$800.00 Stipend

**Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Fiorella Minchillo	Financial Aid Specialist 2 years, 4 months of service at SCC	10/30/2020

**Salvatore Abbate**  
Human Resources

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

October 9, 2020

October 21, 2020

**Date Submitted**

**Date Approved**

**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:**

09/03/2020	Vendor Payments	11102840-11102841	\$ 8,501.25
09/03/2020	Vendor Payments	11102842-11102843	\$ 483.00
09/03/2020	Vendor Payments	11102844-11102876	\$ 168,730.71
09/08/2020	Vendor Payments	11102877-11102878	\$ 6,044.46
09/08/2020	Vendor Payments	11102879	\$ 134.00
09/08/2020	Vendor Payments	11102880-11102911	\$ 120,017.18
09/15/2020	Vendor Payments	11102912-11102914	\$ 2,238.25

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,770,455.26</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance and Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Robert V. Diamond, Finance and Administration

**VICE PRESIDENT APPROVAL**

October 7, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

09/15/2020	Vendor Payments	11102915-11102917	\$ 2,215.00
09/15/2020	Vendor Payments	11102918-11102960	\$ 177,822.76
09/17/2020	Vendor Payments	11102961-11103800	\$ 145,159.00
09/22/2020	Vendor Payments	11103801-11103806	\$ 122,360.00
09/22/2020	Vendor Payments	11103807-11103813	\$1,411,191.15
09/22/2020	Vendor Payments	11103814-11103876	\$ 224,516.68
09/24/2020	Vendor Payments	11103877-11103929	\$ 132,286.18
09/29/2020	Vendor Payments	11103930-11103933	\$ 14,758.12
09/29/2020	Vendor Payments	11103934-11103935	\$ 1,840.07
09/29/2020	Vendor Payments	11103936-11104004	<u>\$ 232,157.45</u>

**TOTAL: \$2,770,455.26**

**AGENDA ITEM** 11.(d)  
**MEETING DATE** October 21, 2020

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Student Services**  
**Shannon Cooper Psy.D., Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Richard Delaney Ph.D.	Presenter for the Foster Kinship Care Education (FKCE) by Zoom.  Present “Behavior with a Purpose” sessions. Provide 8 sessions October 22, 2020- June 30, 2021. Provide hand-outs and PowerPoints.	October 22, 2020 – June 30, 2021	Not to exceed \$3,000.00

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**Robert V. Diamond**  
Vice President, Finance & Administration

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

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October 9, 2020  
**Date Submitted**

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October 21, 2020  
**Date Approved**

AGENDA ITEM 11.(d)  
MEETING DATE October 21, 2020

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Greyson Van Pelt	Will present a two-day Zoom Webinar/Training Workshop (Nov. 6-7, 2020) providing training for those seriously considering a career in professional interpreting for the Deaf.	October 15, 2020 – December 15, 2020	Not to exceed \$1,000.00 (Perkins Fund)

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

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

**SUBJECT:** **MEMORANDUM OF UNDERSTANDING BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND THE  
CALIFORNIA BIOTECHNOLOGY CENTER, VACAVILLE,  
CALIFORNIA**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is asked to approve this MOU in support of the efforts to create a Biotechnology Hub in Vacaville. The objective of this memorandum is to provide a framework for collaborating on activities and projects in support of the goals outlined in this MOU. Collaborative activities and projects may be undertaken and specific program areas elaborated between the organizations within the framework of a partnership that helps both organizations grow. This memorandum does not constitute an agreement by any of the entities to provide financial support for any individual project or activity. The goals are outlined in the MOU and the term for the MOU is for three years from the date of signing.

**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: 0</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>

Celia Esposito-Noy  
Superintendent-President  


---

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  


---

**ADDRESS**

(707) 864-7299  


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**TELEPHONE NUMBER**

---

**VICE PRESIDENT APPROVAL**  
  
October 12, 2020  


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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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October 21, 2020  


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**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOLANO COMMUNITY COLLEGE**

**AND**

**CALIFORNIA BIOMANUFACTURING CENTER**

### **Summary**

This Memorandum of Understanding (MOU) is made between [PARTIES] concerning collaboration between Solano Community College District (SCCD) and the California Biomanufacturing Center, sponsored by (City of Vacaville?) The organizations wish to explore and potentially engage in opportunities to work together to benefit their stakeholders.

The objective of this memorandum is to provide a framework for collaborating on activities and projects in support of the goals outlined in this MOU. within which collaborative activities and projects may be undertaken and specific program areas elaborated between the organizations within the framework of a partnership that helps both organizations grow. This memorandum does not constitute an agreement by any of the entities to provide financial support for any individual project or activity.

### **Goals**

The goals of the MOU are to:

- A. Build a collaborative relationship between the parties in support of creating a Biomanufacturing Center in the City of Vacaville;
- B. Promote SCCD as an educational leader in the worldwide biomanufacturing capabilities to industry;
- C. Maximize impact on the Biomanufacturing industry through working in partnerships;
- D. Utilize existing networks to mutual advantage and benefit;
- E. Integrate related activities; and
- F. Share knowledge and ideas.

### **Framework for Collaboration**

The framework of collaboration for the agreement may include one or more of the following opportunities:

1. Exploration of potential material from existing courses which can be used for short-term (less than one-week) seminars and developed in collaboration with industry engagement;
2. Cooperation and/or partnership in Planning and holding conferences and meetings for the Biomanufacturing industry;
3. Combined joint marketing and outreach to industry;
4. Collaborate on the potential future development of grant opportunities or partnerships;
5. Begin exploration of the potential for the Center to play a role in Identifying future industry users for College facilities and space.

This MOU does not constitute any formal obligation on behalf of any of the partners beyond what is agreed upon. Additional areas of collaboration may be identified and agreed upon during the time frame of this MOU.

**Timeframe and Work Programs**

This memorandum will continue for no more than three years from the date of signature. It is understood that under this agreement each program created by the partners would be supported by a more specific activity agreement that would be signed by all parties, and may or may not be amended to this MOU.

**Other Parties**

No other parties are represented for these purposes and any further discussions involving other partners would be separate from this agreement.

**Limits to MOU**

This memorandum does not constitute a commitment by any of the parties to provide support for any individual activity or project not in an activity agreement. The organizations will each retain full discretion as to whether to provide support for such programs in accordance with their own policies and procedures. Termination of any of any individual program shall not affect the validity of this agreement. Either party may request non-participation in the case where a conflict of interest may exist.

**Implementation**

The individuals with authority for the implementation of or changes to this Memorandum of Understanding are:

For Solano Community College  
Dr. Celia Esposito-Noy, President

For California Biomanufacturing Center  
Matthew Gardner, President

Signed: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_





## BACKGROUND

### HISTORY

Vacaville has been the headquarters for biomanufacturing for decades. The city is uniquely positioned with world-leading production capacity in existing FDA-approved facilities, training programs with years of experience partnering with industry on manufacturing technician, microbiology, and related programs, and hundreds of acres available for uptake by manufacturers coming back to the United States.

## INTRODUCTION TO THE CALIFORNIA BIOMANUFACTURING CENTER

### GOAL

The California Biomanufacturing Center (CBC) serves the Vacaville biotechnology community through services to industry and community, including the following:

- Accelerating biotechnology-based economic and workforce development, fostering commercialization, education, and business growth.
- Engaging community and industry stakeholders to foster a direct dialogue on shared prosperity for both the biotechnology industry and a vibrant community.

### SOLUTION

The California Biomanufacturing Center convenes industry, academic, and community partners to foster direct dialogue related to the continued growth of the biotechnology industry. Stakeholders will examine key issues, share knowledge, explore best practices, identify shared values, and implement consensus-based solutions that promote industry growth and success.

### **CBC as Investor Clearinghouse**

The California Biomanufacturing Center engages with international industry regarding the potential to locate in Vacaville, and the potential for such investors to employ members of the local community in biotechnology jobs. CBC aims to provide information on available investment opportunities in land and buildings, as well as introductory information to the history and critical mass of biotech in the region.

### **CBC as Industry Development**

CBC promotes corporate visitation to Vacaville and familiarization by global industry leaders of Vacaville as the top industry destination for biomanufacturing. To support its purpose of biotechnology-based economic development, the California Biomanufacturing Center convenes industry for conferences and dissemination of best practices in highly specialized fields such as cold supply chain, biotechnology logistics, bioprocessing techniques, and data sharing for practitioners. CBC also aims to create workspace that fosters development of novel technologies in bioprocess industries, where live operational environments are too sensitive for testing, and for testing and demonstration of next-generation technologies and solutions.

### **CBC as Incumbent Worker Training**

The California Biomanufacturing Center anticipates engaging with local industry on workforce training needs and shared priorities among industry stakeholders for new workforce development opportunities, including the potential development and deployment of training programs with partner educational institutions, other training partners, or directly through the Center.

The Center will directly engage educational institutions and other training partners to execute training programs. These programs will serve students interested in careers in biotechnology, job seekers entering the biotechnology industry, and incumbent workers seeking to hone their skills or advance their careers.

### **CBC as Workforce Development**

To support its purpose of accelerating workforce development, the Center engages with students interested in careers in biotechnology and job seekers interested in entering the biotechnology workforce.

### **CBC as Industry Anchor and Focal Point**

The Center incorporated in California during Summer 2020 and will make a temporary home in the city until its permanent home is completed. CBC aims to develop a headquarters facility with core facilities including:

- Training and Conference Space
- Process Development User Facility
- Pilot and Demonstration-Scale User Facility
- Shared Lab Resource Center
- Incubation or Co-Working Space

CBC is staffed by a founding team with more than a century of combined life science experience, as well as a board comprised of local industry, academic, and government leaders.

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

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

**SUBJECT:** **RESOLUTION NO. 20/21-12 IN SUPPORT OF  
PROPOSTION 14: STEM CELL RESEARCH INSTITUTE  
BOND INITIATIVE (2020)**

**REQUESTED ACTION:**

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

**SUMMARY:**

California Proposition 14 Authorizes \$5.5 billion in state general obligation bonds to fund grants from the California Institute of Regenerative Medicine to educational, non-profit, and private entities for: stem cell and other medical research, including training; stem cell therapy development and delivery; research facility construction; and associated administrative expenses.

Board approval is requested to adopt the attached Resolution No. 20/21-12.

**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: N/A</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>
Celia Esposito-Noy, Ed.D. Superintendent-President <hr/> <b>PRESENTER'S NAME</b>		<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		
<hr/> <b>TELEPHONE NUMBER</b>		
Celia Esposito-Noy, Ed.D. <hr/> <b>VICE PRESIDENT APPROVAL</b>		
October 12, 2020 <hr/> <b>DATE SUBMITTED TO  SUPERINTENDENT-PRESIDENT</b>		<hr/> October 21, 2020 <hr/> <b>DATE APPROVED BY  SUPERINTENDENT-PRESIDENT</b>

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**IN SUPPORT OF PROPOSTION 14: STEM CELL  
RESEARCH INSTITUTE BOND INITIATIVE (2020)**

**RESOLUTION NO. 20/21-12**

***WHEREAS***, California Proposition 14 Authorizes \$5.5 billion in state general obligation bonds to fund grants from the California Institute of Regenerative Medicine to educational, non-profit, and private entities for: stem cell and other medical research, including training; stem cell therapy development and delivery; research facility construction; and associated administrative expenses and;

***WHEREAS***, California Proposition 14 dedicates \$1.5 billion to research and therapy for Alzheimer's, Parkinson's, stroke, epilepsy, and other brain and central nervous system diseases and conditions and;

***WHEREAS***, California Proposition 14 appropriates General Fund moneys to pay bond debt service and;

***WHEREAS***, California Proposition 14 expands programs promoting stem cell and other medical research, therapy development and delivery, and student and physician training and fellowships and;

***WHEREAS***, the fiscal impact is increased state costs to repay bonds estimated at about \$260 million per year over the next roughly 30 years and;

***WHEREAS***, Solano Community College is one to two community colleges in the state to offer AS and BS degree programs in Biotechnology and Biomanufacturing and;

***WHEREAS***, Solano Community College faculty and students in the Biotechnology and Biomanufacturing programs are engaged in relevant research to advance these industries and;

***WHEREAS***, Solano Community College Board of Trustees supports the advancement of stem cell research; now, therefore, be it

***RESOLVED*** that the Solano Community College Board of Trustees supports California Proposition 14 as it appears on the November 3, 2020 ballot.

***PASSED AND ADOPTED***, This 21st day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE, 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: RESOLUTION NO. 20/21-13 IN SUPPORT OF  
PROPOSTION 17: VOTING RIGHTS RESTORATION  
FOR PERSONS ON PAROLE AMENDMENT (2020)**

**REQUESTED ACTION:**

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

**SUMMARY:**

Proposition 17 is a constitutional amendment that would allow people on parole for felony convictions to vote in California.

Board approval is requested to adopt the attached Resolution No. 20/21-13.

**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: N/A</i>
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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**

---

**TELEPHONE NUMBER**

Celia Esposito-Noy, Ed.D.  


---

**VICE PRESIDENT APPROVAL**

October 12, 2020  


---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

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

October 21, 2020  


---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**IN SUPPORT OF PROPOSTION 17: VOTING RIGHTS RESTORATION  
FOR PERSONS ON PAROLE AMENDMENT (2020)**

**RESOLUTION NO. 20/21-13**

*WHEREAS*, Proposition 17 is a constitutional amendment that would allow people on parole for felony convictions to vote in California, and;

*WHEREAS*, the California Constitution disqualifies people with felonies from voting until their imprisonment and parole are completed and this ballot measure would amend the state constitution to allow people with felonies who are on parole to vote, and;

*WHEREAS*, Proposition 17 would keep imprisonment as a disqualification for voting but remove parole status as a disqualification, and;

*WHEREAS*, California is one of three states that require persons convicted of felonies to complete their prison and parole sentences before regaining the right to vote, and;

*WHEREAS*, nineteen other states allow people convicted of felonies, but who are on parole, to vote, and;

*WHEREAS*, parole by definition is not punishment — it's to help reintegrate people back into the mainstream, and;

*WHEREAS*, nearly 50,000 Californians who have completed their prison sentences and are on parole, are working, paying taxes, raising their family yet can't vote on policies that affect their lives, and;

*WHEREAS*, Solano Community College supports inmate education and reentry services for those who return to our communities, and;

*WHEREAS*, the removal of the right to vote is not based on an interest in public safety but rather based on a belief system that is punitive. Therefore, be it;

*RESOLVED*, that the Solano Community College Board of Trustees supports restoring the voting rights to those on parole as stated in the ballot measure, and, be it further;

*RESOLVED*, that if Proposition 17 passes, Solano Community College will do its part to assist those who are eligible with restoring their voting rights.

**PASSED AND ADOPTED**, This 21st day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE, 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: RESIGNATION TO RETIRE

REQUESTED ACTION:

Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Dao Nguyen	Custodian 29 Years and 8 months service with SCC	12/31/2020

STUDENT SUCCESS IMPACT:

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

*Ed. Code: 24205 Board Policy: 4400 Estimated Fiscal Impact: N/A*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

October 9, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020

**DATE APPROVED B/Y  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: NEW ALG POSITION DESCRIPTION, INTERIM  
ASSOCIATE DEAN OF SPECIAL PROJECTS**

**REQUESTED ACTION:**

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

**SUMMARY:**

The following job description is presented for Governing Board approval. The job description establishes a new Interim Associate Dean of Special Projects position. The Associate Dean of Special Projects will provide leadership and coordination for one or more special programs. These programs are typically funded with grant funds or categorical apportionments. Programs will enhance student success, serve targeted populations, and/or provide outreach to community groups and educational institutions. This categorically funded position is for the term of October 22, 2020 through June 30, 2021. This position will be funded by IEPI funds and placed at Range 44 of the ALG Salary Schedule.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$81,313 and Health and Welfare Benefits</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

October 12, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **Interim Associate Dean of External Programs (Academic Manager)**

### **Job Description:**

The Associate Dean of External Programs provides leadership and coordination for one or more special programs. These programs are typically funded with grant funds or categorical apportionments. Programs will enhance student success, serve targeted populations, and/or provide outreach to community groups and educational institutions. This categorically funded position is for the term of October 22, 2020 through June 30, 2021.

### **Responsibilities:**

Essential duties and responsibilities include the following:

This posting is for an Associate Dean of External Programs overseeing Corrections Education and Dual Enrollment. Specific responsibilities include but are not limited to:

#### **Corrections Education:**

- Responsible for daily operations of the college's corrections education program, including programs at California State Prison, Solano (CSPS), California Medical Facility (CMF), Rourk Detention Center (Jail), and the Juvenile Detention Center
- Assist the academic deans in creating a schedule of course offerings in correctional facilities
- Serve as a liaison between the college and the wardens and educational staff of correctional facilities, ensuring seamless communication and resolution of issues
- Collaborate with correctional staff to ensure timely enrollment of students into courses, including completion of applications
- Provide an accurate schedule of classes to correctional facilities each semester to meet their stated needs
- Provide professional development to college faculty assigned to teach in correctional facilities
- Create and maintain a Corrections Education handbook for faculty with resources and guidance for teaching inside corrections facilities
- Responsible for the accurate and timely delivery of course materials to the corrections facilities when correspondence education is offered, and ensure a timely flow of course materials between faculty and students
- Responsible for the preparation and collection of correspondence packets, ensuring that educational materials are ready for delivery to correctional facilities at least three weeks prior to the start of a semester
- Conduct performance reviews of faculty teaching in correctional facilities; conduct performance reviews of faculty teaching correspondence courses
- Coordinate with academic deans in identifying and hiring faculty for corrections education
- Manage the Textbook Reimbursement program; submit reimbursement paperwork to the Chancellor's Office; responsible for the ordering and delivery of textbooks to correctional facilities; coordinate duplication of course materials

- Ensure completion of Correspondence Addenda for courses taught in a correspondence modality
- Submit required paperwork and reports related to Corrections Education to the Chancellor's Office
- Collect, analyze, and report on data related to corrections education, including: enrollment, course success rates, course retention rates, graduation numbers, student success data disaggregated by race, and course sequencing for completion
- Participate in statewide corrections education consortia
- May direct the work of a clerical assistant assigned to the position
- Other responsibilities leading to successful conductance of the college's corrections education program
- Ability to communicate effectively both orally and in writing
- Assist in maintaining a fair and open work environment in accordance with the College's commitment to teamwork, mutual trust and respect
- Perform other related duties as assigned.

Dual Enrollment:

- Responsible for daily operations of the college's dual enrollment program
- Work with Solano College Academic Affairs, Solano faculty association, and academic deans and local high school administrators and staff to establish College and Career Pathways (CCAP) agreements using an established template
- Work with local high schools to schedule classes and assign instructors
- Responsible for the preparation and submission of required CCAP paperwork and reports to the Chancellor's Office
- Collaborate with instructional deans, hire faculty, when needed, for CCAP classes
- Evaluate faculty teaching CCAP classes
- Collect, analyze, and report on data related to CCAP offerings, including: enrollment, course success rates, course retention rates, and student success data disaggregated by race and socio-economic status
- Create and maintain a CCAP Education handbook for faculty with resources and guidance for teaching in high schools
- Responsible for professional development for faculty teaching CCAP classes
- May direct the work of a clerical assistant assigned to the position
- Ability to communicate effectively both orally and in writing
- Assist in maintaining a fair and open work environment in accordance with the College's commitment to teamwork, mutual trust and respect
- Perform other related duties as assigned.

**QUALIFICATIONS:** The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## Minimum Qualification:

A Master's degree from a regionally accredited institution

AND

Demonstrate sensitivity to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AMENDMENT #1 TO NOLL & TAM  
ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE  
LIBRARY AND LEARNING RESOURCE CENTER  
PROJECT (BUILDING 100 REPLACEMENT)

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

On November 15, 2017 the Board approved a professional services contract to Noll & Tam Architects for architectural services for the Library and Learning Resource Center Project (Building 100 Replacement) on the Fairfield Campus.

Board approval is now requested for the attached Amendment #1 to decrease the original professional services agreement with Noll & Tam for costs incurred resulting from Construction Change Document No. 9.

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: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: (\$100,000) State and Measure Q Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Robert V. Diamond Vice President, Finance & Administration		
<b>VICE PRESIDENT APPROVAL</b>		
October 13, 2020		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		October 13, 2020
		<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO NOLL & TAM  
ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE  
LIBRARY AND LEARNING RESOURCE CENTER  
PROJECT (BUILDING 100 REPLACEMENT)**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Construction Change Document No. 9, (CCD 009), was a significant change to the fire sprinkler system and steel manufacturing that was identified during construction due to a combination of constructability issues that include structural steel, water pressure for the fire protection system, and other conflicts with utilities. The agreement with Noll & Tam Architects to reduce their fee is in consideration of the costs associated with CCD 009.

\$ 2,892,309.00 Original Contract Amount  
\$ (100,000.00) Proposed Amendment #1  
\$ 2,792,309.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Noll & Tam in an amount of (\$100,000.00).

The contract amendment is available online at:

<http://www.solano.edu/measureq/2020/201021%20Amend%20No%201%20Noll%20and%20Tam%20BOT%20Item.pdf>

**AMENDMENT NO. 1 TO  
AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment No. 1 to the Agreement for Architectural Services ("Amendment") for the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, is made and entered into this 21<sup>st</sup> day of October, 2020, by and between the Solano Community College District ("District") and Noll & Tam Architects ("Architect") (each a "Party" and, together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Architectural Services on November 1, 2017 ("Agreement"), relating to the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, Architect's contract price for architectural services ("Services") satisfactorily rendered is a not-to-exceed amount of Two Million Nine Hundred Ninety-Two Thousand Three Hundred Nine and 00/100 Dollars (\$2,992,309.00) ("Fee");

WHEREAS, at this time, the Parties wish to amend the Agreement to decrease the Fee amount by One Hundred Thousand and 00/100 Dollars (\$100,000.00) for costs incurred by the District resulting from Construction Change Document No. 9 for the Project, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference;

WHEREAS, the new Fee will be Two Million Eight Hundred Ninety-Two Thousand Three Hundred Nine and 00/100 Dollars (\$2,892,309.00); and

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

**1. Amendments to Agreement.**

1.1 Fee. Article 6.1 of the Agreement, Fee and Method of Payment, shall be deleted in its entirety and amended to read as follows:

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to **Two Million Eight Hundred Ninety Two Thousand Three Hundred Nine Dollars (\$2,892,309)** based on the rates set forth in **Exhibit "D."**

1.2 Release. Article 28 shall be added to read as follows:

28.4. Release of Claims by the District

Except as reserved in section 28.4.1 below, the District releases and discharges all claims of every kind whatsoever (including, without limitation, claims for breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, direct/indirect/consequential damages,

liquidated damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) ("Released Matters"), which the District and/or any of its agents, trustees/directors, representatives, employees, predecessors, successors, and/or assigns, asserts or could assert against Architect, its agents, subcontractors, suppliers, shareholders, representatives, sureties, insurers, employees, predecessors, successors, and/or assigns, based upon or arising out of Construction Change Document No. 9.

28.4.1. Matters Not Included in the Release

The Released Matters do not include, and the Parties do not discharge, waive, or otherwise negate any covenants, duties, or warranties, or claims for indemnity and contribution therefor, which may exist in the Agreement and/or Amendment and survive completion of the Project and final payment, and/or relate to a latent deficiency as defined in Code of Civil Procedure section 337.15. Further, it is the intent of the Parties that this Amendment does not discharge, waive, or otherwise negate any contractual indemnity or insurance obligation, which may survive completion of the Project and final payment. Such obligations, rights, and defenses remain in full force and effect notwithstanding this Amendment.

28.5 Release of Claims by Architect

Architect releases and discharges the District from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, known or unknown, which Architect may now or hereafter have against the District based upon or arising out of Construction Change Document No. 9.

**2. Other Provisions Reaffirmed.**

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have executed and entered into this Amendment No. 1 as of the date set forth above.

Dated: \_\_\_\_\_, 2020

**NOLL + TAM ARCHITECTS**

Dated: \_\_\_\_\_, 2020

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

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

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

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

Dr. Celia Esposito-Noy  
Superintendent/President

**EXHIBIT "1"**

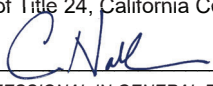
**CONSTRUCTION CHANGE DIRECTIVE NO. 9**



## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input type="checkbox"/>)</b>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number: <b>V4</b>	CCD Number: <b>009</b> Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: <b>Solano Community College District</b>		DSA File Number: <b>48-C1</b>	
Project Name/School: <b>New Library/Learning Resource Center (Building 100 Replacement)</b>		DSA Application Number <b>02 116761</b>	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: <b>07/02/20</b>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <b>120</b>	
Firm Name: <b>Noll &amp; Tam Architects</b>		Contact Name: <b>Beckie Denio</b>	
Work Email: <b>beckie.denio@nollandtam.com</b>		Work Phone: <b>(510) 542-2233</b>	
Firm Address: <b>729 Heinz Ave., #7</b>		City: <b>Berkeley</b>	State: <b>CA</b> Zip Code: <b>94710</b>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: <b>Christopher Noll</b>			
Professional License Number: <b>C15916</b>		Discipline: <b>Architect</b>	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 		_____	
<small>DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE</small>			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <b>Revised fire sprinkler system due to structural conflicts with pipe support brackets. Reduced size of most of second floor piping so it can be hung from the roof deck. Required addition of a pump to increase pressure to 2nd floor and an emergency generator. The Fire Riser room was enlarged to house the new pump. Enlarging it required addition of split-system space conditioning for the room. A new backflow preventer was added to the site fire water line.</b>			
List of DSA-approved drawings affected by this post-approval document: <b>See attached summary letter for complete list of documents.</b>			

DSA USE ONLY		
	Returned	DSA STAMP
SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____ By: _____	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;">IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT</p> <p style="margin: 0; font-size: 1.2em;">APP: 02-116761 INC:</p> <p style="margin: 0;">REVIEWED FOR</p> <p style="margin: 0;">SS <input checked="" type="checkbox"/>    FLS <input checked="" type="checkbox"/>    ACS <input type="checkbox"/></p> <p style="margin: 0;">DATE: _____ 07/06/2020 _____</p> </div>
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		

Solano Community College Library/Learning Resource Center  
(Bldg. 100 Replacement)  
DSA #02-116761

**CCD #009 (V4)**

Date: 7/2/2020

**NOLL  
& TAM**  
ARCHITECTS

**TITLE: Fire Sprinkler Revisions**

<b>Project Name/Owner:</b>	<b>Architect:</b>	<b>General Contractor:</b>
LLRC Building 100 Replacement 4000 Suisun Valley Road. Fairfield, CA 94534	Noll & Tam Architects 729 Heinz Avenue Berkeley, CA 94710	BHM Construction 221 Gateway Rd. W, Ste. 405 Napa, CA 94558

**General:** *The following instructions, substitutions, alterations, changes, clarifications, additions, and/or deletions are hereby made a part of the Contract Documents and modify the original Documents dated April 5, 2019. All other conditions shall remain the same. General Contractor shall notify the Owner of any change in Contract Sum or Contract Schedule before proceeding with the work described in this document.*

**Description of Work:**

All documents issued are dated 6/25/2020. Revised fire sprinkler system due to structural conflicts with pipe support brackets. Reduced size of most of second floor piping to allow it to be hung from the roof deck. Required addition of a pump to increase pressure to 2nd floor and an emergency generator at Substation #4. The Fire Riser room was enlarged to house the new pump. Enlarging it required addition of a split-system space conditioning for the room. A new backflow preventer was added to the site fire water line.

**Documents Issued / Attachments:**

**DRAWINGS:**

**General:**

- G0.01: Added sheets A4.41 and FP2-07, FP-208, FP-209.
- G1.41: Added sheet reference for Substation #4.

**Civil:**

- C3.0: Added backflow preventer and detail #1. Modified quantity of conduit between Substation #4 to LLRC and added (2) pullboxes.

**Architectural:**

- A2.11: Modified curb layout at Fire Room.
- A2.21: Enlarged Fire Room # 142; added keynotes.
- A2.23: Added heat pump.
- A2.31: Enlarged footprint of Fire Room # 142; added keynotes.
- A2.33: Added heat pump.
- A2.41: Enlarged Fire Room # 142 and modified its ceiling height.
- A4.14: Revised Sections #2 & 10 to show enlarged Fire Riser room size. Added graphic to clarify extent of fire-rated enclosure under stair.
- A4.41: New sheet for Substation #4 plans and details.
- A6.41: Added divider in basket for mounting heat & smoke detectors.

- A8.13: Added detail #5 for fire-rated soffit and details #6 & 12.
- A8.34: Removed door 114b from Door Schedule.
- A9.11: Updated floor finishes for increased Fire Room footprint.

**Structural:**

- S2.01: Revised size of stair support columns at new moment connection.
- S2.02: Added detail call-out and revised beam welded stud reference.
- S2.03: Added detail call-out for new detail.
- S5.04: Modified beam penetration details 1A & 1C. Added new details 1D, 2, and 3.
- S5.31: Revised elevation #9 to replace cross-brace with moment connection.
- SSK-1: New detail for moment frame under the North Stair.

**Fire Protection:**

- FP-100: Updated drawing index to include addition of new sheets. Revised legend to reflect correct color of piping for 2.5" or less and 2.5" or more. Added recessed pendant sprinklers and upright extended spray sprinkler types, hanger types, and beam penetration symbols. Added Fire Pump flow information to Water Supply.
- FP-101: Revised site fire water line drawing to reflect change of location of underground line on site. Added new backflow prevention due to addition of fire pump.
- FP-201: Added recessed pendant sprinklers and upright extended spray sprinkler types. Updated heads to recessed pendant sprinklers. Revised sprinkler head locations throughout due to structural and mechanical conflicts requiring changes to the piping plan. Added sprinkler head guards at elevator pit.
- FP-202: Added recessed pendant sprinklers and upright extended spray sprinkler types. Updated heads to recessed pendant sprinklers. Revised sprinkler head locations throughout due to structural and mechanical conflicts requiring changes to the piping plan. Relocated sprinkler head at the top of the elevator shaft and replaced with on extended spray upright sprinkler.
- FP-203: Added recessed pendant sprinklers and upright extended spray sprinkler types. Revised piping layout due to conflicts with structural and mechanical. Revised pipe elevations to coordinate structural penetrations. Added a fire pump and room. Moved hanger and bracing information to new sheet FP-207. Added sprinkler head guards at elevator pit.
- FP-204: Added recessed pendant sprinklers and upright extended spray sprinkler types. Revised piping layout due to conflicts with structural and mechanical. Revised pipe elevations to coordinate structural penetrations. Revised 4" main elevations and locations to coordinate with structural HSS members along gridlines A and G. Moved hanger and bracing information to new sheet FP-208.
- FP-205: Revised hydraulic calculations to reflect piping changes and addition of fire pump. Revised incoming fire water line to reflect location changes and the addition of a backflow preventer.
- FP-206: Revised hydraulic calculations to reflect piping changes and addition of fire pump.
- FP-207: New sheet "Fire Protection Ground Floor Piping Plan – Structure" for hangar and seismic callouts at ground floor. Includes beam penetration locations.
- FP-208: New sheet "Fire Protection Second Floor Piping Plan – Structure" for hangar and seismic callouts at second floor. Includes beam penetration locations.
- FP-209: New sheet "Fire Protection Pump Room Layout".
- FP-300: Revised fire protection sections to reflect piping layout changes. Removed North stair section because sprinklers are not required there per NFPA sections noted on FP-203 because the space under the stair cannot be used for storage.

- FP-400: Revised hanger details 3 and 4 to show the 2 hanging conditions along grids A & G. Provided 'high steel penetration' and 'low steel penetration' typical details to illustrate how the piping will be supported along gridlines A and G on the 2nd floor. Revised FDC riser detail for double riser to be closer together to permit minimum width walking path through room. Revised fire water riser detail due to addition of pump. Added details for Hanger #8, Typical Drain Valve, and Floor Mounted Pipe Supports.
- FP-401: Revised seismic calculations to reflect changes to the design. Added symbols at detail names to cross-reference to symbols on plans.
- FP-402: Revised seismic calculations to reflect changes to the design. Added details for 4-way braces.

**Mechanical:**

- M2.11: Added fancoil unit in Fire Riser room #142.
- M2.12: Added refrigerant piping riser location for new fancoil in room 142; added keynote.
- M2.13: Added heat pump.
- M2.14: Revised zone boundary for enlarged Fire Riser room #142.
- M4.02: Revised title for 3/M4.02 to include new heat pump.
- M5.01: Added new fancoil unit and heat pump to schedules.
- M6.01: Added new fancoil unit and heat pump to control diagram.

**Electrical:**

- E0.02: Revised conduit quantity between Substation #4 and new LLRC building due to addition of new emergency generator. Added 2 pullboxes. Added conduit between pull boxes by LLRC and Fire Riser room for new fire pump.
- E1.11: Added circuit breaker, fire pump controller, automatic transfer switch, and transformer for new fire sprinkler pump and generator.
- E1.13: Added condensing unit. Added Sheet Note.
- E2.11: Revised lighting in enlarged Fire Riser room #142.
- E4.02: Revised plan detail #3 substation layout for addition of new emergency generator for fire sprinkler system. Added keynotes to legend. Added related keynote.
- E6.01: Revised single-line diagram for addition of fire sprinkler pump, heat pump, and emergency generator. Added General Notes.
- E7.02: Added equipment anchorage details #6, 7, & 8

**Fire Alarm:**

- FA0.01: Added BFP monitor valve to Fire Alarm System Legend/Symbols
- FA2.01: Added backflow preventer information.
- FA3.01: Added tamper monitoring modules and connections for backflow preventer & fire pump monitoring. Relocated fire alarm combo speaker/strobe in Staff Lounge room #111 and Unisex restroom #111b.
- FA4.01: Added monitoring information for backflow preventer and fire pump to Fire Alarm Matrix of Operation and Fire Alarm Riser Diagram.
- FA5.01: Modified notations on schedule #1 for Main FACP Standby Calculations
- FA6.02: Added detail #8 for BFP connection.

**Plumbing:**

- P2.10: Revised fire riser drain location and added floor drain.

- P2.11: Revised fire riser drain location and added floor drain.

**Security:**

- TY2.01: Removed card reader for door deletion.

**SPECIFICATIONS:**

- Document 00 01 10 Table of Contents: Added Sections 26 32 13 and 32 31 13.
- Section 21 05 00 Common Work Results for Fire Suppression  
Added Part 2.06 Fire Pump
- Section 21 13 13 Wet-Pipe Sprinkler Systems  
Added fire pump to Part 1.01/B  
Revised Part 1.01/E to include fire pump information and changed original paragraph E to F.  
Revised Part 1.03/D to include fire pump information and changed original paragraph D to E.  
Added Part 2.11 for Fire Pump.  
Inserted Part 3.01/B to include fire pump information.
- Section 26 32 13 Diesel Engine Driven Generator Set: New section
- Section 32 31 13 Chain Link Fences & Gates: New section

**SUPPORTING DOCUMENTS:**

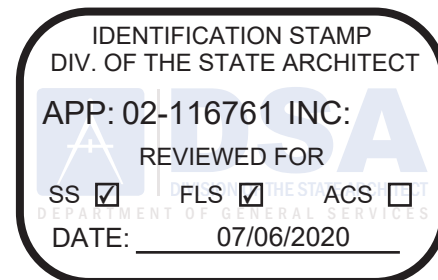
- Structural Calculations: beam penetrations, new calculations for stair brace revision, fence post, fire pump, Substation 4 equipment anchorage, pipe stand support anchorage
- Fire Sprinkler Hydraulic Calculations
- Fire Protection Flow Test
- Fire Protection Sprinkler System Materials cutsheets

**Basis for CCD issue:**

Modifications required to eliminate bracket hangers for fire sprinkler piping and further coordination of piping penetrations through steel structure.

**Issued By:** Beckie Denio (N&T)  
**Distributed to:** Lucky Lofton (SCCD)  
 Noe Ramos (Kitchell)  
 Cary Talbott (SMC)  
 Vincent Som (SMC)  
 Donald Dumford (OI)

Issued By:  
 Christopher Noll, Noll & Tam Architect



Architect

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE  
AND SUTTER VALLEY MEDICAL FOUNDATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

A First Amendment to the Student Experiences Agreement between Solano Community College District and Sutter Valley Medical Foundation is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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<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>
---	---

Sheila Hudson, Ed.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 of Academic Affairs

---

**VICE PRESIDENT APPROVAL**

October 2, 2020

---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

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

---

October 21, 2020

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY  
COLLEGE AND SUTTER VALLEY MEDICAL  
FOUNDATION**

**REQUESTED ACTION:**

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

---

**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

students with a general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Amendment will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

## FIRST AMENDMENT TO THE STUDENT EXPERIENCES AGREEMENT

This First Amendment to the Student Experiences Agreement (this “**First Amendment**”) is entered into as of June 7, 2021 (the “**First Amendment Effective Date**”), by and between, Sutter Valley Medical Foundation, a California nonprofit public benefit corporation (“**Foundation**”), and Solano Community College District (“**School**”).

### WITNESSETH

**WHEREAS**, Foundation and School entered into that certain Student Experiences Agreement, dated June 7, 2018 (the “**Original Agreement**”) wherein Foundation provides certain educational experiences to Student enrolled in Programs at School, as more specifically described therein;

**WHEREAS**, the parties wish to amend the Original Agreement to extend the term of the Original Agreement, and modify the Original Agreement, as more particularly described herein; and

**WHEREAS**, the Original Agreement, together with this First Amendment, is hereby referred to as the “Agreement.”

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Agreement as follows:

### AGREEMENT

1. Section 9(A), Term, is hereby extended through June 6, 2025.
2. Exhibit C, Sutter Health Workforce Confidentiality Acknowledgment, is hereby deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein.
3. Exhibit F, Background Checks and Health Screening Process, Section A, Background Checks Requirements, is hereby deleted entirely and replaced with the following:

School shall provide proof of a lawful background check for each Student by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Foundation with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted when Student enters the Program and reported to Foundation **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, a second background check will not be required prior to the Student participating in an additional Experience at Foundation so long as the Student has remained continuously enrolled in the Program. Foundation is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Foundation policy; a county criminal background search in each county where the



Student has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medical.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

4. Except to the extent specifically indicated to the contrary in this First Amendment, capitalized terms used in this First Amendment shall have the meanings given to them in the Original Agreement. Except as otherwise expressly modified by this First Amendment, the Original Agreement is and shall remain in full force and effect as written. Except as set forth in this First Amendment, no other changes are made to the Original Agreement and any terms not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date.

**FOUNDATION**

**SCHOOL**

**Sutter Valley Medical Foundation, a California nonprofit public benefit corporation**

**Solano Community College District**

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

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

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

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

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

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

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

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

## **EXHIBIT C**

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT (Students, Instructors, and Job Shadows)**

*I understand that, I have established a relationship with Sutter Health or its affiliates as a student, instructor, or job shadow. I further understand that because of my activities with Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and Information Security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting an appropriate Sutter Health department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

**CONFIDENTIAL INFORMATION.** As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my activities with Sutter Health.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my activities with Sutter Health.

I understand and acknowledge that:

- I may have access to PHI and other Confidential Information directly or indirectly in my activities with Sutter Health.
- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.

- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose PHI of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my activities with Sutter Health.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my activities with Sutter Health. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for my activities with Sutter Health or at the time of termination of my role with Sutter Health.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact an appropriate Sutter Health Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including PHI. This obligation continues indefinitely, even after my role with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with any federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination of my role with Sutter Health, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, PHI.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE  
AND SUTTER VALLEY HOSPITALS**

**REQUESTED ACTION:**

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

**SUMMARY:**

A First Amendment to the Student Experiences Agreement between Solano Community College District and Sutter Valley Hospitals is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing students with a

*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**

Sheila Hudson, Ed.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 of Academic Affairs

**VICE PRESIDENT APPROVAL**

October 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY  
COLLEGE AND SUTTER VALLEY HOSPITALS**

**REQUESTED ACTION:**

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

---

**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Amendment will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

## FIRST AMENDMENT TO THE STUDENT EXPERIENCES AGREEMENT

This First Amendment to the Student Experiences Agreement (this “**First Amendment**”) is entered into as of July 1, 2021 (the “**First Amendment Effective Date**”), by and between, Sutter Valley Hospitals, a California nonprofit public benefit corporation (“**Hospital**”), and Solano Community College District (“**School**”).

### WITNESSETH

**WHEREAS**, Hospital and School entered into that certain Student Experiences Agreement, dated July 1, 2018 (the “**Original Agreement**”) wherein Hospital provides certain educational experiences to Student enrolled in Programs at School, as more specifically described therein;

**WHEREAS**, the parties wish to amend the Original Agreement to extend the term of the Original Agreement, and modify the Original Agreement, as more particularly described herein; and

**WHEREAS**, the Original Agreement, together with this First Amendment, is hereby referred to as the “Agreement.”

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Agreement as follows:

### AGREEMENT

1. Section 9(A), Term, is hereby extended through June 30, 2025.
2. Exhibit C, Sutter Health Workforce Confidentiality Acknowledgment, is hereby deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein.
3. Exhibit F, Background Checks and Health Screening Process, Section A, Background Checks Requirements, is hereby deleted entirely and replaced with the following:

School shall provide proof of a lawful background check for each Student by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Hospital with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted when Student enters the Program and reported to Hospital **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, a second background check will not be required prior to the Student participating in an additional Experience at Hospital so long as the Student has remained continuously enrolled in the Program. Hospital is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Hospital policy; a county criminal background search in each county where the Student has resided in the seven (7)

years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date.

**HOSPITAL**

**SCHOOL**

**Sutter Valley Hospitals, a California  
nonprofit public benefit corporation**

**Solano Community College District**

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

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

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

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

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

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

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

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



## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT (Students, Instructors, and Job Shadows)**

*I understand that, I have established a relationship with Sutter Health or its affiliates as a student, instructor, or job shadow. I further understand that because of my activities with Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and Information Security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting an appropriate Sutter Health department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

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3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
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- This Acknowledgement does not limit my ability to file a charge or complaint with any federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
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My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE  
AND SUTTER BAY MEDICAL FOUNDATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

A First Amendment to the Student Experiences Agreement between Solano Community College District and Sutter Bay Medical Foundation is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing

*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**

Sheila Hudson, Ed.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 of Academic Affairs

**VICE PRESIDENT APPROVAL**

October 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY  
COLLEGE AND SUTTER BAY MEDICAL FOUNDATION**

**REQUESTED ACTION:**

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

---

**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

students with a general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Amendment will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

## FIRST AMENDMENT TO THE STUDENT EXPERIENCES AGREEMENT

This First Amendment to the Student Experiences Agreement (this “**First Amendment**”) is entered into as of June 7, 2021 (the “**First Amendment Effective Date**”), by and between, Sutter Bay Medical Foundation, a California nonprofit public benefit corporation (“**Foundation**”), and Solano Community College (“**School**”).

### WITNESSETH

**WHEREAS**, Foundation and School entered into that certain Student Experiences Agreement, dated June 7, 2018 (the “**Original Agreement**”) wherein Foundation provides certain educational experiences to Student enrolled in Programs at School, as more specifically described therein;

**WHEREAS**, the parties wish to amend the Original Agreement to extend the term of the Original Agreement, and modify the Original Agreement, as more particularly described herein; and

**WHEREAS**, the Original Agreement, together with this First Amendment, is hereby referred to as the “Agreement.”

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Agreement as follows:

### AGREEMENT

1. Section 9(A), Term, is hereby extended through June 6, 2025.
2. Exhibit C, Sutter Health Workforce Confidentiality Acknowledgment, is hereby deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein.
3. Exhibit F, Background Checks and Health Screening Process, Section A, Background Checks Requirements, is hereby deleted entirely and replaced with the following:

School shall provide proof of a lawful background check for each Student by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Foundation with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted when Student enters the Program and reported to Foundation **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, a second background check will not be required prior to the Student participating in an additional Experience at Foundation so long as the Student has remained continuously enrolled in the Program. Foundation is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Foundation policy; a county criminal background search in each county where the

Student has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medical.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

4. Except to the extent specifically indicated to the contrary in this First Amendment, capitalized terms used in this First Amendment shall have the meanings given to them in the Original Agreement. Except as otherwise expressly modified by this First Amendment, the Original Agreement is and shall remain in full force and effect as written. Except as set forth in this First Amendment, no other changes are made to the Original Agreement and any terms not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date.

**FOUNDATION**

**SCHOOL**

**Sutter Bay Medical Foundation, a California nonprofit public benefit corporation**

**Solano Community College**

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

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

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

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

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

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

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

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

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT (Students, Instructors, and Job Shadows)**

*I understand that, I have established a relationship with Sutter Health or its affiliates as a student, instructor, or job shadow. I further understand that because of my activities with Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and Information Security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting an appropriate Sutter Health department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

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2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my activities with Sutter Health.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my activities with Sutter Health.

I understand and acknowledge that:

- I may have access to PHI and other Confidential Information directly or indirectly in my activities with Sutter Health.
- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.



- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose PHI of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my activities with Sutter Health.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my activities with Sutter Health. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for my activities with Sutter Health or at the time of termination of my role with Sutter Health.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact an appropriate Sutter Health Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including PHI. This obligation continues indefinitely, even after my role with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with any federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination of my role with Sutter Health, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, PHI.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE  
AND SUTTER BAY HOSPITALS**

**REQUESTED ACTION:**

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

**SUMMARY:**

A First Amendment to the Student Experiences Agreement between Solano Community College District and Sutter Bay Hospitals is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing students with a general

*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**

Sheila Hudson, Ed.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 of Academic Affairs

**VICE PRESIDENT APPROVAL**

October 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **FIRST AMENDMENT TO THE STUDENT EXPERIENCES  
AGREEMENT BETWEEN SOLANO COMMUNITY  
COLLEGE AND SUTTER BAY HOSPITALS**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Amendment will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

## FIRST AMENDMENT TO THE STUDENT EXPERIENCES AGREEMENT

This First Amendment to the Student Experiences Agreement (this “**First Amendment**”) is entered into as of June 7, 2021 (the “**First Amendment Effective Date**”), by and between, Sutter Bay Hospitals California nonprofit public benefit corporation (“**Hospital**”), and Solano Community College (“**School**”).

### WITNESSETH

**WHEREAS**, Hospital and School entered into that certain Student Experiences Agreement, dated June 7, 2018 (the “**Original Agreement**”) wherein Hospital provides certain educational experiences to Student enrolled in Programs at School, as more specifically described therein;

**WHEREAS**, the parties wish to amend the Original Agreement to extend the term of the Original Agreement, and modify the Original Agreement, as more particularly described herein; and

**WHEREAS**, the Original Agreement, together with this First Amendment, is hereby referred to as the “Agreement.”

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Agreement as follows:

### AGREEMENT

1. Section 9(A), Term, is hereby extended through June 6, 2025.
2. Exhibit C, Sutter Health Workforce Confidentiality Acknowledgment, is hereby deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein.
3. Exhibit F, Background Checks and Health Screening Process, Section A, Background Checks Requirements, is hereby deleted entirely and replaced with the following:

School shall provide proof of a lawful background check for each Student by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Hospital with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted when Student enters the Program and reported to Hospital **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, a second background check will not be required prior to the Student participating in an additional Experience at Hospital so long as the Student has remained continuously enrolled in the Program. Hospital is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Hospital policy; a county criminal background search in each county where the Student has resided in the seven (7)

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date.

**HOSPITAL**

**SCHOOL**

**Sutter Bay Hospitals, a California nonprofit  
public benefit corporation**

**Solano Community College**

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

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

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

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

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

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

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

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

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT (Students, Instructors, and Job Shadows)**

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My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_