

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

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2008-09

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Shawn Bee	Office Assistant, Financial Aid	5/18/09 – 6/30/09	\$ 9.60
Erin Duane	Coordinate Intro Library Research/ Info Competency LR 10 classes	6/15/09 – 8/6/09 7/1/09 – 8/6/09	\$ 50.49 \$ 51.00
Shirley Gunn	Instructional Lab Assistant, Adapted PE	6/6/09	\$ 20.28
Jeff Lamb	Accreditation/Academic Senate	6/1/09 – 8/7/09	\$ 66.59
Theresa Rachal	Assessment Center Specialist	6/1/09 – 6/30/09	\$ 15.59
Tracy Schneider	Accreditation/SLOs	6/1/09 – 8/7/09	\$ 64.07

Summer Session

Adjunct Faculty	See attached list		
Alsip, Dane	Preschool Cook	6/15/09-7/23/09	\$ 16.94/17.79 OT
Elizabeth Banks	Learning Resources Technician	6/15/09-7/23/09	\$ 22.80/34.20 OT
Quentin Carter	Public Services Librarian	05/26/09-6/5/09	\$ 66.59
Lori Converse	Children's Program Specialist	6/15/09-7/16/09	\$ 22.72/34.08 OT
Yvonne Dillard	Children's Program Specialist	7/20/09-7/23/09	\$ 21.43/32.15 OT
Erin Duane	Access Services Librarian	7/07/09-7/21/09	\$ 50.49
Ruth Fuller	Access Services Librarian	7/22/09-8/06/09	\$ 56.32
Karen Jackson	Reading/Writing Lab Technician	6/15/09-8/06/09	\$ 22.17/33.26 OT
Rashmi Johal	Learning Resources Technician	6/24/09-7/21/09	\$ 21.74/33.61 OT
Leigh Anne Jones	Reading/Writing Lab Technician	6/15/09-7/23/09	\$ 20.28/30.42 OT
Jerry Lowe	Cosmetology Lab Technician	6/01/09-7/30/09	\$ 20.28/30.42 OT
Barbara Kelley	Cosmetology Lab Assistant	6/01/09-7/24/09	\$ 27.00/40.50 OT

Richard Christensen, Ed.D.
 Director of Human Resources


DR. ROBERT JENSEN
 Interim Superintendent/President

June 5, 2009
 Date Submitted

June 5, 2009
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
June 17, 2009
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Short-term, Temporary & Substitute Assignments (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
<u>Summer Session</u>			
Carla Maguire	Learning Resources Technician	6/15/09-6/23/09 & 7/22/09-8/06/09	\$ 17.04/25.56 OT
Sam McKinney	Cosmetology Support	6/01/09-7/30/09	\$ 20.66/30.99 OT
Sharon Miranda	Children's Program Specialist	6/15/09-7/23/09	\$ 24.44/36.66 OT
Sharon Muhammed	Children's Program Specialist	7/06/09-7/09/09	\$ 25.61/38.42 OT
George Olgin	Reading/Writing Lab Technician	6/15/09-7/23/09	\$ 26.81/40.22 OT
Diane Rieschick	Instructional Lab Asst II	6/15/09-7/23/09	\$ 17.80/26.70 OT
Sandra Rotenberg	Access Services Librarian	6/08/09-6/18/09	\$ 60.19
Patrice Spann	Children's Program Assistant	6/15/08-7/02/09	\$ 23.28/34.92 OT
Lisa Stedman	Children's Program Specialist	6/15/09-7/23/09	\$ 23.28/34.92 OT
Elizabeth Tsai	Technical Services Librarian	6/22/09-7/06/09	\$ 64.07
Juwan Vartanian	Children's Program Specialist	6/15/09-7/23/09	\$ 26.89/40.34 OT
Kristine Wollrich	Reading/Writing Lab Technician	6/15/09-7/23/09	\$ 28.08/42.12 OT
Renee Worthy	Children's Program Specialist	6/15/09-7/23/09	\$ 17.80/26.70OT

<u>Name</u>	<u>Division</u>	<u>Semester</u>	<u>Amount</u>
<u>Honors Program</u>			
Marianne Flatland	Fine & Applied Arts	Fall 2008	\$ 400.00
Ferdinanda Florence	Fine & Applied Arts	Fall 2008	\$ 66.00
Kathryn Kearns	Fine & Applied Arts	Spring 2009	\$ 200.00
Maile Ornellas	Fine & Applied Arts	Fall 2008	\$ 400.00
Kristine Passalacqua	Fine & Applied Arts	Spring 2009	\$ 200.00
Ron Zak	Fine & Applied Arts	Spring 2009	\$ 132.00
Erin Farmer	Humanities	Fall 2008	\$ 200.00
Laura Pirott	Humanities	Spring 2009	\$ 200.00
Michael Wyly	Humanities	Spring 2009	\$ 200.00
Patricia Itaya	Math/Science	Fall 2008 & Spring 2009	\$ 400.00 \$ 297.00
Renee Moore	Math/Science	Fall 2008	\$ 66.00
John Nogue	Math/Science	Fall 2008 & Spring 2009	\$ 66.00 \$ 132.00
Philip Summers	Math/Science	Fall 2008	\$ 66.00
Danielle Widemann	Math/Science	Fall 2008	\$ 66.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
April Maestas	Assist in the library	Technology & Learning Resources
Kristin Sturm	Assist the Dean with clerical duties for the division	Fine & Applied Arts/Behavioral Science

EMPLOYMENT 2009-10

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
To be determined	Bookstore Assistant (5)	7/1/09 – 12/31/09	\$ 8.00
Tina Abbate	Student Services Assistant III,	7/1/09 – 12/31/09	\$ 16.31
Leslie Almonte	Extended Campus Assistant	7/1/09 – 6/30/10	\$ 17.80
Susan Beavers	Student Services Assistant II,	7/1/09 – 12/31/09	\$ 15.59
Mark Berrett	Contract Education Instructor	7/1/09 – 6/30/10	\$ 64.72
Otto Bischof	Contract Education Instructor	7/1/09 – 6/30/10	\$ 64.72
Fred Coburn	Contract Education Instructor	7/1/09 – 6/30/10	\$ 52.97
Mary Lou Fracisco	Contract Education Instructor	7/1/09 – 6/30/10	\$ 64.72
Jenny Gonzalez	Extended Campus Assistant	7/1/09 – 6/30/10	\$ 17.80
Kristie Iwamoto	Contract Education Instructor	7/1/09 – 6/30/10	\$ 51.00
Wilfred Loosley	Contract Education Instructor	7/1/09 – 6/30/10	\$ 52.97
Jocelyn Mouton	Umoja Program Scholars, Basic Skills	7/1/09 – 6/30/10	\$ 64.07
Michiya Nishioka	Cosmetology Lab Technician	7/1/09 – 12/30/09	\$ 16.31
Sandra Rotenberg	Distance Education Coordinator	7/1/09 – 8/14/09	\$ 60.19
Tom Via	Contract Education Instructor	7/1/09 – 6/30/10	\$ 64.72
Angel Windham	Assessment Center Specialist	7/1/09 – 6/30/10	\$ 15.59

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Alexander Apaka	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Stewart Balderama	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Anthony Beck	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Chris Bishop	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Steve Bowman	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Doug Bridewell	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Shawn Byrd	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Eugene Dick	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Eugene Dillon	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Frank Drayton	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

June 17, 2009

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Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Houston Grimm	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Susan Hassetty	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Jarrod Infante	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
John Jurado	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Ron Karlen	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Drew Kostal	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Matthew Lage	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Kyle Lunsted	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Richard MacKenzie	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Paige Meyer	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Les Miller	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Gordon Moncibais	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
John Muraoka	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Gregolry Renucci	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Dean Sarley	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Joshua Smotherman	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Terry Stewart	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Joseph Thurin	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
David Urrutia	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Timothy Winfield	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00
Michael J. Zichichi	Journey Level Assistant Fire Instructor	7/1/09 – 6/30/10	\$ 25.00

Adjunct Faculty Listing
2009 Summer Session (1 of 3)

Alcantara	Rose M	PE	Davini	William J	BUS
Alexander	Charles W	RE	de La OSalas	Maria R	SPAN
Alvarado	Thea S	SOC	Dean	Michael	BUS
Anderson	Kevin L	CIS	Delos	Kate L	ART
Aptekar	Rachel	BIO	Demartini	Dawna	ENGL
Avelar	Netzahucotl	SOCS	Denham-Martin	Lynn C	NURS
Avila-Tuttle	Gabriela	SPAN	Dermody	Thomas E	OT
Ayres	Sherry L	PE	Diehl	Sandra	HORT
Baca	Jorge	MATH	Duane	Erin E	LR
Baldwin	Sally J	PE	Dudman	Matthew	BUS
Barsotti	Gina	PE	Eason	Charles D	BUS
Basaran	Vasfi	CHEM	East	Evangeline	SPCH
Bates	Ann D	BIO	Ericson	John	CHEM
Baughn	Kurt K	PE	Ernst	Stephanie M	HUDV
Becker	Kimberly S	PE	Farahnak	Fereydoon	BIO
Bloom	Andrew	MATH	Farmer	Erin D	ENGL
Borchert	Matt J	PE	Federle	Nancy S	ART
Boudreau	Gregory G	RE	Federle	Steven	ENGL
Bourdon	Ingeborg A	NUTR	Ferrari	Virginia B	BUS
Brown	Curtiss	HED	Flatland	Marianne	SOCS
Brunner	Theresa Lynn	ART	Foley	Mark	HIST
Bump	Delbert	MUSC	Fracisco	Marylou H	CIS
Bundenthal	Thomas	PLSC	Frizzell	Gail	PE
Burnsed	Frank Floyd	PE	Fuchs	Ekaterina D	MATH
Butters	Roger	ECON	Fuller	Ruth	LR
Cain	Peter	BUS	Garnier	Michael	BUS
Cain	Ginger	HED	Gaviglio	Glen V	SOC
Calica	Corinna D	ECE	Gelfand	Volodymyr	CHEM
Cardinal	Jeff	PE	Glines	Neil	SPCH
Cavanagh	Leo P	MUSC	Goesdasilva	Francisco	BIO
Ceja	Patricia A	OT	Goodwin	Michael W	CJ
Clark	Katherine	BIO	Gordon	Marilyn D	HIST
Clarke	Natalia	PE	Gravelly	Steve	ANTH
Clement	Susan E	EMT	Gregory	Sean	MATH
Cobene	H. Lue	ENGL	Grube	Thomas E	MATH
Coburn	Frederick R	IT	Gumlia	Mary J	COUN
Codina	Salvador	HIST	Haley	Mary A	COSM
Conrad	Kathleen M	CHEM	Haley	Kevin J	ANTH
Conrad	Joseph F	MATH	Hannan	Zachary	PHYS
Contini	Victor J	MATH	Harrington	Patrick J	PSYC
Cook	Karen	DRFT	Harris	Meredith	NURS
Corioso	Mark D	CJ	Harrow	Ronald A	MATH
Coury	Carlene	ENGL	Hawkes	Wayne	CHEM
Crandall-Bear	Dale	HIST	Hayakawa	Alan R	SPCH
Craven	Elizabeth K	PHOT	Hayes	Jessica E	PHOT
Crawford	Susanna E	MATH	Hernandez-Neil	Priscilla R	COUN
Crayton	Kahala	SPCH	Higashi	John M	CHEM

Adjunct Faculty Listing
2009 Summer Session (2 of 3)

Hoggan	Donald F	CIS	Miller	Sherman J	PE
Holland	Stephen L	MUSC	Miner	Jerolyn	PE
Horning	Robert	ART	Mitchell	Cheryl	PE
Hubbard	Leslie V	ACCT	Moore	Renee A	BIO
Iwamoto	Kristie A	ENGL	Moucharafieh	Nadim	CHEM
Jagoda	Michael T	MATH	Muick	Pamela C	BIO
Jeddeloh	Melissa R	CHEM	Nagle	John J	HED
Jian	Alan S	MATH	Nazarenko	Sydney	HUDV
Johnson	Melissa Ann	PSYC	Needell	Deanna M	MATH
Johnson	Tonmar	SOC	Newland	Curtis A	BIF
Johnson	Mackenzie R	GEOL	Nordin	Sarah P	CJ
Jones	Michieal	MATH	Nosce	Lily Beth	BIO
Keyser	Glenn	ENGL	Nourot	David A	WELD
Kiernan	Donald J	GEOG	Ogden	Carl H	BUS
Kolbe	Kevin	CJ	Osborne	Elizabeth S.	ACCT
Konecny	Nancy G	LS	Parrish	Scott	PE
Krider	Dana C	PSYC	Paschal	Robert B	BIO
Kulasingam	George	CHEM	Pearson-Bloom	Theresa L	HED
Lamb	Jeffrey N	SPAN	Pellerin	Kristie J	BIO
Lamons	Michele	ENGL	Pendleton	Robert	ENGL
Leslie	Jezabel	PE	Petero	Ana	SPCH
Lorenzetti	Vera L	ENGL	Petersen	Philip S	ASTR
Lowe	Karen W	ENGL	Pfitzner	Markus T	PHOT
Maclachlan	Thora Y	BIO	Pike	Roy	FIRE
Macmullen	James T	PHYS	Podkolzina	Svetlana	MATH
Madigan	Michael	ENGL	Poff	Greg B	SPCH
Maghoney	Laura	ECON	Powell	Joel J	PLSC
Mahmood	Khalid	MATH	Prescott	Vernon L	ECON
Marks	Kevin W	PE	Pryor	Esther J	PE
Mazak	Scott	CINA	Pyle	David B	PLSC
McBride	Christopher	ENGL	Ramos	Joshua C	PE
McCarthy	Jeanette E	CIS	Re	Edward B	BIO
McCord	Karen M	PSYC	Riddell	Bruce	BIO
McDonald	Cheryl A	COSM	Robertson	Randall J	MATH
McEney	Nancy	LR	Rodriguez	Hector	MATH
McIver	Ian	CINA	Roggli	Kurt W	PHIL
McLaughlin	Vivian	THEA	Romero	Lisa C	NURS
McLean	Rodney H	COUN	Rosengren	Kathy J	ENGL
McNeil-Jackson	Carmen	COUN	Rubenstein	Abigail J	ART
McReynolds	Gale Dean	SPCH	Rutaganira	Thomas F	MATH
McSweeney	Maureen	ECE	Salmon	Raymond	ART
Meade	Shannon S	SPAN	Santiago	Maria E	CHEM
Means	Joan	HUDV	Schneider	Tracy	ENGL
Messenger	Patricia A	MATH	Scolari	Jennifer F	LR
Michals	Nils	ENGL	Scott	Robert H	MATH
Middelton	Forrest L	ART	Sengmany	Kheck	MATH
Mikolajcik	Walter	MUSC	Shakikhan	Kaveh	ART

Adjunct Faculty Listing
2009 Summer Session (3 of 3)

Shatzer	Jane	BUS	Young	Anthony G	PE
Shipp	Kate H	PE	Young	Vicki	PE
Shlah	Zaid	ENGL	Yumae	Teri	MUSC
Silva-Attianese	Belinda T	COSM	Zidek	Albert F	PHOT
Simas	Elizabeth A	SPCH			
Simonds	Candice B	SOC			
Sloan	Jeffrey	HUDV			
Smith	Jeffrey R	ENGL			
Smith	Randy W	ASTR			
Smith	Jennifer L	MATH			
Snow	Charlene	MATH			
Soria Martin	Domingo G	MATH			
Spindt	Carla M	THEA			
Stelter	Sandra	BUS			
Stevens	Vesta	NURS			
Stewart	Alvin E	MATH			
Stover	Scott E	HED			
Strickland	Joanne L	CIS			
Struntz	Wolfgang	COUN			
Subramanian	Mani N	CHEM			
Sullivan	Zachary	PE			
Swindle	Renee	ENGL			
Sytsma	Robin	NUTR			
Thomas	Gene M	BIO			
Thomas	Lia S	LR			
Thompson	Steven	MUSC			
Tolliver	Ella	COUN			
Via	Thomas	IT			
Vogelpohl	John P	ENGL			
Waddell	David S	BIO			
Wai	Newton	MATH			
Wanek	Karen L	NURS			
Watkins	Thomas D	BUS			
Watts	Valvastine U	ECE			
White	Kirsten E	PE			
White	Diane M	HIST			
White	Cynthia A	COUN			
Whitesell	Janene C	SPCH			
Widemann	Danielle C	GEOG			
Willer	Ann	CIS			
Williams	Darla R	HED			
Winchester	Yachiyo H	JAPN			
Wooden	Tami	PE			
Word	James M	BIO			
Wright	Richard A	ENGL			
Wylie	Earl T	CIS			
Wyly	Michael	ENGL			

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

05/22/09	Vendor Payment	11011355-11011416	\$395,653.10
05/27/09	Vendor Payment	11011417-11011418	\$ 520.40
05/27/09	Vendor Payment	11011419-11011438	\$754,229.77
06/02/09	Vendor Payment	11011439-11011464	\$ 4,463.37
06/03/09	Vendor Payment	11011465-11011585	\$ 7,993.50
06/03/09	Vendor Payment	11011586-11011597	\$ 68,789.77
06/03/09	Vendor Payment	11011745	\$ 45.00
06/03/09	Vendor Payment	11011598-11011744	\$645,015.70
06/04/09	Vendor Payment	11011746-11011801	\$125,480.41

Copies of the Warrant Listings are available at the Board Meeting and at the following locations: Office of the Superintendent/President, Office of the Vice President of Administrative & Business Services, and Library.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 5, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT


DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS,
RESOLUTION NO. 08/09-37

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-37, Resolution to Authorize Signatures on Official Financial Documents. Education Code Sections 85232 and 85233 require that orders drawn on the funds of a community college district be signed by a majority of the members of the Board or by a person or persons authorized by the Governing Board to sign orders in its name. The Governing Board shall then cause to be filed with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders in its name. In addition, District Board Policy 3090 states that a formal resolution will be approved when the designated responsible person(s) change.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 5, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 08/09-37

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District include: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

A. MARIE YOUNG
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SUPERINTENDENT/PRESIDENT

ROBIN L. STEINBACK, Ph.D.
VICE PRESIDENT, ACADEMIC AFFAIRS

LISA J. WAITS, Ed.D.
VICE PRESIDENT, STUDENT SERVICES

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 08/09-37

(Continuing – Page 2)

JAY FIELD
VICE PRESIDENT OF TECHNOLOGY AND LEARNING RESOURCES

SUSAN RINNE
INTERIM DIRECTOR, FISCAL SERVICES

PASSED AND ADOPTED This 17th day of June 2009, by the Governing Board of the
Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

DR. ROBERT JENSEN, INTERIM SECRETARY

AGENDA ITEM 7.(e)
MEETING DATE June 17, 2009

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AUTHORIZATION AND SIGNATURES FOR
DISTRICT BANK ACCOUNTS,
RESOLUTION NO. 08/09-38**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-38, Contract Authorization and Signatures for District Bank Accounts. Due to changes in District administrative staff, it is necessary at this time to recommend that the Board approve the attached resolution authorizing designated staff to sign District bank agreements and accounts.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

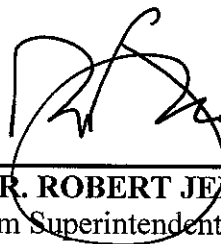
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS**

RESOLUTION NO. 08/09-38

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I, A. Marie Young, President of the Governing Board of the Solano Community College District, do hereby certify that at a duly called meeting of the District Governing Board held on June 17, 2009, at which a quorum was present and acting throughout, the following resolution was adopted, and is now in full force and effect;

WHEREAS, District Board Policy 3080 authorizes the Governing Board to establish and maintain by resolution District bank accounts which are deemed necessary to conduct District business;

WHEREAS, A change in administrative personnel necessitates the revision of authorized signatures on all of the District's bank accounts, effective July 1, 2009; and

WHEREAS, The District maintains the following bank accounts:

Account	Account No.
U.S. BANK ACCOUNTS:	
Solano Community College Bookstore Funds	1-534-0123-3165
Solano Community College County Treasurer's Clearing Account	1-534-0123-3132
Solano Community College Financial Aid Federal Clearing Account	1-534-0123-3173
Solano Community College Federal Financial Aid Funds	1-534-5474-6386
Solano Community College CAL Grant Funds	1-534-9530-4765
Solano Community College Revolving Fund	1-534-9042-7538
Solano Community College Student Body Funds	1-534-5474-8010

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS**

**RESOLUTION NO. 08/09-38
(Continuing - Page 3)**

Jowel C. Laguerre, Ph.D.
Superintendent/President _____

Robin L. Steinback, Ph.D.
Vice President, Academic Affairs _____

Lisa J. Waits, Ed.D.
Vice President, Student Services _____

Susan Rinne
Interim Director, Fiscal Services _____

BE IT FURTHER RESOLVED, That the authorized signatures for disbursements on the
Solano Community College Black History Money Market Account, No. 1-534-0124-7256, shall
be the following:

Carolyn Moore
President, African-American Staff Association _____

Cheryl Williams
Treasurer, African-American Staff Association _____

PASSED AND ADOPTED This 17th day of June 2009, by the Governing Board of
Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

DR. ROBERT JENSEN, INTERIM SECRETARY

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

TO: Members of the Governing Board

SUBJECT: AUTHORIZATION TO SUBMIT THE FIVE-YEAR CONSTRUCTION PLAN (2011-2015), FINAL PROPOSAL PLANS (FPP) FOR BUILDING 100 REVISED, AND BUILDING 1200 NEW, TO THE STATE CHANCELLOR'S OFFICE, AND REQUEST FOR FUNDS FOR THE CAPITAL OUTLAY PROJECTS, RESOLUTION NO. 08/09-39

REQUESTED ACTION: APPROVAL

SUMMARY:

Each year the District is required to update its Five-Year Construction Plan and resubmit it to the state for potential funding. In addition, staff has updated the Final Project Proposal (FPP) for the Building 100 project which was submitted in past years. The state requested that this project be updated and submitted for state review. Even though it did not receive any funding in the past funding cycle, it's important to keep this project in the state's funding queue. In order to improve the chances for funding on this project, the local match is suggested to be increased to 50 percent.

CONTINUED ON NEXT PAGE:

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**


David V. Froehlich
Director of Facilities
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Facilities & Maintenance
ORGANIZATION

June 5, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AUTHORIZATION TO SUBMIT THE FIVE-YEAR
CONSTRUCTION PLAN (2011-2015), FINAL PROPOSAL
PLANS (FPP) FOR BUILDING 100 REVISED, AND
BUILDING 1200 NEW, TO THE STATE CHANCELLOR'S
OFFICE, AND REQUEST FOR FUNDS FOR THE CAPITAL
OUTLAY PROJECTS, RESOLUTION NO. 08/09-39**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

New this year is a Final Project Proposal (FPP) for Building 1200. Based on the extent of structural and building components needing repair, staff is recommending that this project be submitted under a health and safety application in order to enhance its potential for future funding. Sufficient local funds do not exist to address all of the issues that the building presents. Funding requested is \$12.5 million with no local match.

Board approval is requested for the attached Resolution No. 08/09-39. The Five-Year Construction Plan and FPP's are provided under separate cover.

Staff will be at the meeting to answer any questions by the Board.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SUBMISSION OF THE
FIVE-YEAR CONSTRUCTION PLAN (2011-15) TO THE
STATE CHANCELLOR'S OFFICE AND REQUEST FUNDS FOR
CAPITAL OUTLAY PROJECTS: BUILDINGS 100 & 1200**

RESOLUTION NO. 08/09-39

WHEREAS, The Solano Community College District is requesting State funding for the Capital Outlay Projects named herein;

WHEREAS, The Five-Year Construction Plan (2011-2015) submitted herein is in accordance with the California Education Code and Title 5 provisions;

WHEREAS, Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project;

WHEREAS, The two Final Project Proposals (FPP's) included in the Five-Year Construction Plan are as follows;

- 1) Building 100, Library, Funding consideration FY 2011-12
- 2) Building 1200, Theatre/Performing Arts, Funding consideration FY 2011-12 and;

WHEREAS, The Solano Community College District further assures the Board of Governors of the California Community Colleges that the other project terms and conditions as described in the Final Project Proposal documents shall be followed; now therefore be it

RESOLVED, That the Governing Board approves the submission of the Five-Year Construction Plan (2011-2015), including the two FPP's to the California Community Colleges.

PASSED AND ADOPTED This 17th day of June 2009, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

DR. ROBERT JENSEN, INTERIM SECRETARY

AGENDA ITEM 7.(g)
MEETING DATE June 17, 2009

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

TO: Members of the Governing Board
SUBJECT: RESOLUTION AUTHORIZING YEAR-END TRANSFERS,
RESOLUTION NO. 08/09-40

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-40, Authorizing Year-End Transfers. The County Superintendent of Schools requests this annual procedure in order to authorize year-end budget transfers between major object codes to facilitate the closing of all fiscal records for the year.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION AUTHORIZING YEAR-END TRANSFERS

RESOLUTION NO. 08/09-40

WHEREAS, At the close of any fiscal year the County Superintendent of Schools may, with the consent of the Governing Board of a community college district, make transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such fiscal year as is necessary to permit the payment of obligations of the district incurred during such fiscal year; now therefore be it

RESOLVED, That the Solano Community College District Governing Board authorizes the Superintendent/President to make such transfers as stated above for the 2008-09 fiscal year.

PASSED AND ADOPTED This 17th day of June 2009, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG
BOARD PRESIDENT

DR. ROBERT JENSEN
INTERIM SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SEIU UHW-WEST AND JOINT
EMPLOYER EDUCATION FUND AND SOLANO
COMMUNITY COLLEGE DISTRICT FOR MATH 108
TUITION AND SPECIAL SERVICES PURSUANT TO
CONTRACT EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and SEIU UHW-WEST and Joint Employer Education Fund for contract education is being presented for review and approval by the Governing Board.

The District will provide special services for up to ten Math 108 students. Special services include tuition and fees, books, parking passes, program coordination, and SEIU UHW-WEST staff/instructor conferences. The class will be held at Solano Community College from August 19, through December 18, 2009.

SEIU UHW-WEST and Joint Employer Education Fund will compensate the District for all educational services, rendered at a flat rate of \$6,000.00.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Contract Education and Training.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Deborah Mann, Program Developer
Contract Education and Training

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

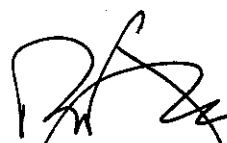
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **SEIU UHW-WEST AND JOINT EMPLOYER EDUCATION FUND**, hereinafter referred to as "SEIU-UHWEDUC."

WHEREAS, SEIU-UHWEDUC desires to engage the District to render special educational services,

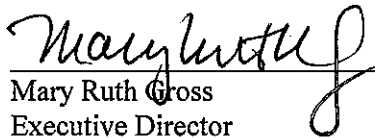
THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Math 108 enrollment, course materials, and special services for up to 10 students. Students who successfully complete the class will be awarded 2.5 hours of college credit.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above.
- C. Class participants will be identified by SEIU-UHWEDUC.
- D. SEIU-UHWEDUC will compensate the District for all educational services rendered at a flat rate of **\$6,000.00**. This fee includes the cost of tuition and fees, course materials, parking passes, and program coordination, SEIU-UHWEDUC staff conferences with the instructor, use of the Math lab, and Certificates of Completion.
- E. Payments by SEIU-UHWEDUC Corporation to the District will be due upon receipt of invoice. An invoice will be generated within two weeks of class start.
- F. **IT IS MUTUALLY UNDERSTOOD** that SEIU-UHWEDUC and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to SEIU-UHWEDUC and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, SEIU-UHWEDUC, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of SEIU-UHWEDUC. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SEIU-UHWEDUC will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims,

losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of SEIU-UHWEDUC under this Agreement or of any persons directly or indirectly employed by, or acting as agent for SEIU-UHWEDUC, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve SEIU-UHWEDUC from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of SEIU-UHWEDUC operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. SEIU-UHWEDUC agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of SEIU-UHWEDUC's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

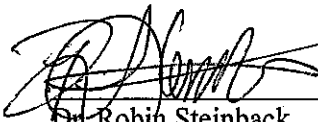


Mary Ruth Cross
Executive Director
SEIU-UHWEDUC
Oakland, CA

Date 4-23-09_____

Dr. Robert Jensen
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____



Dr. Robin Steinback
Vice President of Academic Affairs
Solano Community College
Fairfield, CA

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED REVISION OF SECTION 4800.2 OF
GOVERNING BOARD ADMINISTRATIVE LEADERHIP
GROUP BOARD POLICY 4800

REQUESTED ACTION: APPROVAL

SUMMARY:

The attached section 4800.2 of the Human Resources Governing Board Administrative Leadership Group Board Policy No. 4800 has been revised to include the title of Program Developer, Contract Education and Community Services and has received concurrence from the Shared Governance Council and the Executive Cabinet.

Approval is recommended at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94585-3197

ADDRESS

(707) 864-7122

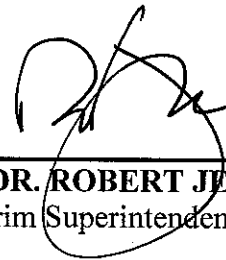
TELEPHONE NUMBER

Administration

ORGANIZATION

June 5, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

4800.2 Administrator Responsibilities: Educational administrators and classified managers have major responsibilities for promoting educational leadership, formulating and recommending District policies and administering District programs.

A. An Educational Administrator is an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational Administrators may be employed by a contract of up to two years, the form of which is attached as Appendix A. Educational administrators include, but are not limited to the following positions at the District:

- Vice President, Academic Affairs
- Vice President, Student Services
- Vice President, Technology and Learning Resources
- Associate Vice President, Workforce and Community Development
- Center Director
- Dean, Admissions and Records
- Dean, Counseling and Disabled Student Programs
- Dean, Special Services, Financial Aid/EOPS
- Dean, Business and Computer Science
- Dean, Fine and Applied Arts/Behavioral Sciences
- Dean, Health Occupations
- Dean, Humanities
- Dean, Math and Science
- Dean, Physical Education and Athletics
- Dean, Career and Technical Education
- Director, Student Development

B. Classified Management

1. A Classified Manager is an administrator who is employed by the Governing Board in a position designated as having direct responsibility for supervising the operation of, or formulating policy for, functions and services that support the instructional and student services components of the District. Classified Managers include, but are not limited to the following positions at the District:

- Vice President, Administrative & Business Services
- Director, Human Resources
- Director, Facilities
- Director, Fiscal Services

Director, Technology Services and Support
Director, Foundation and Grants
Director, Public Relations, Marketing & Communications
Managing Director of Theatre Operations
Manager, Technology Services and Support
Assistant Director, Facilities
Director, Small Business Development Center
Director, Research and Planning
Chief, College Police and Public Safety
***Program Developer, Contract Education & Community
Services***

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

TO: Members of the Governing Board

**SUBJECT: CSEA, CHAPTER #211 AND DISTRICT COLLECTIVE
BARGAINING 2007-08 SETTLEMENT AND SUCCESSOR
AGREEMENT 2008-09 THROUGH 2010-11**

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached with the Solano Community College CSEA, Chapter #211 concluding negotiations for 2007-08 and for the successor agreement 2008-09 through 2010-11. The CSEA ratified the tentative agreement on June 5, 2009.

The cost of the settlement impacting the budget is \$273,162. Attached is an analysis of the cost items.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7122

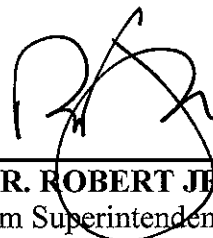
TELEPHONE NUMBER

Administration

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**District-CSEA Chapter #211
2007-08, 2008-09, 2009-10, 2010-11
Tentative Agreement
Financial Impact**

	<u>Cost</u>
<u>Article IX-Pay and Allowances</u>	
<u>2007-08</u>	
One percent (1%) one-time "off schedule" Salary Bonus	\$ 88,949
<u>2008-09</u>	
One percent (1%) increase to all salary schedules, effective July 1, 2008.	\$ 90,284
<u>2009-10</u>	
One percent (1%) increase to all salary schedules, effective July 1, 2009.	\$ 92,541
<u>2010-11</u>	
One percent (1%) increase to all schedules, effective June 30, 2011.	\$ 1,388
Grand Total	\$ 273,162

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ADMINISTRATIVE LEADERSHIP GROUP
2007-08 THROUGH 2010-11 MEET AND CONFER
REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the Board approve for all employees in the Administrative Leadership Group as follows:

- 2007-08, 1% off the schedule salary bonus effective July 1, 2007
- 2008-09, 1% on the schedule effective July 1, 2008
- 2009-10, 1% on the schedule effective July 1, 2009
- 2010-11, 1% on the schedule effective June 30, 2011

The Administrative Leadership Group will continue to work with other campus employees in working toward cost containment strategies for the Health and Welfare benefits that the District provides.

The cost of the settlement impacting the budget is \$145,422. Attached is an analysis of the cost items.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7122

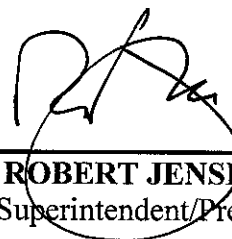
TELEPHONE NUMBER

Administration

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**District-ALG Meet and Confer
2007-08, 2008-09, 2009-10, 2010-11
Tentative Agreement
Financial Impact**

	<u>Cost</u>
<u>Article IX-Pay and Allowances</u>	
<u>2007-08</u>	
One percent (1%) one-time "off schedule" Salary Bonus	\$ 47,480
<u>2008-09</u>	
One percent (1%) increase to all salary schedules, effective July 1, 2008.	\$ 48,098
<u>2009-10</u>	
One percent (1%) increase to all salary schedules, effective July 1, 2009.	\$ 49,204
<u>2010-11</u>	
One percent (1%) increase to all schedules, effective June 30, 2011.	\$ 640
Grand Total	\$ 145,422

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

TO: Members of the Governing Board
**SUBJECT: BOARD ACCEPTANCE OF DISTRICT'S 2007-08
FINANCIAL AUDIT REPORT**

REQUESTED ACTION: ACCEPTANCE OF AUDIT

SUMMARY:

The Governing Board is required to provide for an independent audit of the District's financial statements and to evaluate the management controls.

Perry-Smith LLP, Certified Public Accountants, has been engaged to conduct the District's annual audit for Fiscal Year 2007-08.

The Board's Audit Committee met to review and discuss the report with District staff and the representative from Perry-Smith LLP.

At this time, District staff requests acceptance of the District Independent Audit Report for Fiscal Year 2007-08. The audit report is provided to the Board under separate cover.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FURNITURE PURCHASE FOR BUILDING 100 (LIBRARY)
INTERIM REMODEL PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

The Building 100 (Library) Interim Remodel Project is underway and approximately 30 percent complete. For the past several months, staff has been working with representatives from Office Depot on both design and pricing to formulate a furnishing plan and a line-item order/quote for the necessary furniture.

This purchase is being made under the auspices of The Cooperative Purchasing Network (TCPN) agreement that was executed in June, 2007. All documentation has been reviewed, and TCPN has met all of the competitive bidding requirements of the California Public Contract Code, and thus assuring the District of excellent competitive pricing for its purchase.

Board approval is requested for the purchase of furniture for the Building 100 Interim Remodel Project from Office Depot in the amount of \$132,169.31.

Staff will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

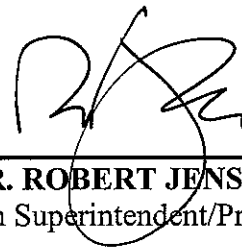
TELEPHONE NUMBER

Facilities & Maintenance

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED AGREEMENT WITH EETS, INC., FOR
ELECTRICAL SYSTEMS ANALYSIS**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for an agreement with EETS, Inc., to accomplish a comprehensive assessment of the Fairfield main campus high-voltage transformers. In January and March of 2009, the main campus experienced high-voltage main line electrical failures resulting in campus-wide power outages. Although the District was able to replace all of the high-voltage underground lines, these two events underscored the need for a comprehensive look at the electrical infrastructure of the main campus. There is still a need to look at all of the transformers on campus. The Board had previously approved for staff to obtain proposals. The following are the three firms that responded:

- EETS, Inc. (Citrus Heights, CA) \$ 7,770
- Arthur Engineering (Elk Grove, CA) \$ 5,000-10,000
- Switchgear Systems (Fairfield, CA) \$16,500

After evaluating the proposals, staff determined that EETS, Inc., would best meet the District's needs in completing the study. Attached is a copy of the proposed agreement for information.

Staff will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

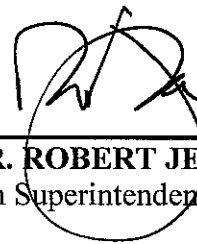
TELEPHONE NUMBER

Facilities & Maintenance

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



EETS INC

A Professional Engineering Company
Electrical & Control System Design Service

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FAXED
6/4/09

PQ09-110R1

May 28, 2009

Solano Community College
Attr: Dave Froehlich
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Subject: Solano Community College Distribution System Inspection

Dear Dave:

The following is our quotation for the above-referenced project based on the Work Scope below.

WORK SCOPE

- 1.0 Provide site inspection of Solano Community College (SCC) 12kV distribution equipment, and (5) unit substations located around campus.
- 2.0 Evaluate equipment state and remaining useful life, research equipment failure records, and review manufacturer's equipment bulletins. Review equipment layout and arrangement.
- 3.0 Make recommendations for testing by independent test agency to determine equipment electrical status. Prepare list of equipment and testing to be performed for testing bid solicitation by SCC.
- 4.0 Review testing data obtained from above, and prepare report making recommendations for repair, replacement, upgrade, and improvements to system for improved reliability and life extension. Prepare estimate of probable cost for all improvements, including engineering design costs, costs of equipment, and contractors' labor cost.
- 5.0 Prepare one-line diagram of current system configuration from SCC-supplied data and site inspection for Work Scope Item 1.0.

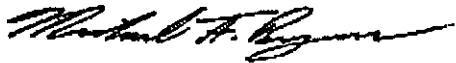
Solano Community College
Attn: Dave Froehlich
PQ09-110R1
May 28, 2009
Page 2

FEE PROPOSAL

Work Scope Item 1.0	\$1,570.00
Work Scope Item 2.0	\$1,695.00
Work Scope Item 3.0	\$1,370.00
Work Scope Item 4.0	\$2,185.00
Work Scope Item 5.0	<u>\$ 950.00</u>
Total	<u>\$7,770.00</u>

Thank you for the opportunity to provide this quotation to you. Please call with any questions.

Sincerely,
EETS, INC.



Michael F. Bregar, PE
Principal Engineer

Progress billing is made monthly. Our invoice is due and payable 30 days after receipt.

AGREED AND ACCEPTED

EETS, INC.

SOLANO COMMUNITY COLLEGE

Michael F. Bregar

David Froehlich

Dated

Dated

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED ENVIRONMENTAL RESTORATION
AGREEMENT AND AGREEMENT DECLARING
RESTRICTIVE COVENANTS WITH THE SOLANO
TRANSPORTATION AUTHORITY (STA)

REQUESTED ACTION: APPROVAL

SUMMARY:

At the Board's meeting of April 1, 2009, the Executive Director of the Solano Transportation Authority (STA) made a presentation on its proposal to utilize a four-acre portion of District property for environmental mitigation purposes related to the Interstate 80 improvements and the North Connector project. In lieu of the District being financially compensated, the STA is offering \$80,000 worth of capital improvements to be made to college property in the form of a 22-stall parking lot near the softball field, and the installation of a 10-foot wide asphalt concrete path situated to the west of the existing parking stalls along the campus perimeter road by approximately 1039' from its northerly terminus.

CONTINUED ON NEXT PAGE

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

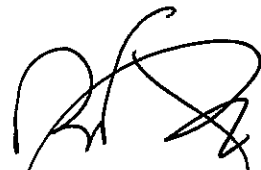
TELEPHONE NUMBER

Facilities & Maintenance

ORGANIZATION

June 5, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED ENVIRONMENTAL RESTORATION
AGREEMENT AND AGREEMENT DECLARING
RESTRICTIVE COVENANTS WITH THE SOLANO
TRANSPORTATION AUTHORITY (STA)**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The STA prepared a property appraisal to arrive at a dollar value for the college property. In response to that study, the District retained Ron Garland of Garland and Associates, an independent appraiser to evaluate the STA study and provide an opinion as to the relative merits of the offer. Attached for the Board's information is the report from Mr. Garland concurring that the dollar value for the capital improvements is fair and reasonable.

Both agreements (Environmental Restoration Agreement and Agreement Declaring Restrictive Covenants) were reviewed by District's legal counsel and based on its review, the agreements are acceptable and protective of the District with no long-term fiscal impacts relative to maintenance costs and indemnification issues. Mutual agreement was achieved between the District and STA's legal counsel and was endorsed.

District staff will provide input and guidance on any activity on District property relative to the construction of the capital improvements and mitigation area. Acts determined to be negligible by the District will be the District's responsibility to cure the breach.

It is recommended that the District accept the offer from the STA in exchange for the capital improvements for the use of the District's four-acre area for environmental mitigation purposes. With Board approval, staff will prepare and finalize the agreements with the Solano

ENVIRONMENTAL RESTORATION AGREEMENT

This Agreement is made and entered into effective _____, 2009 by and between Solano Community College District, hereinafter referred to as "College"; and the Solano Transportation Authority, Congestion Management Agency of Solano County, hereinafter referred to as "STA."

RECITALS

- A. Whereas, STA, in implementing the North Connector, I-80 HOV Lanes and the I-80 Eastbound Cordelia Truck Scales Relocation projects in Solano county (the "Project"), is required to mitigate for certain direct and/or indirect impacts to riparian/wetland habitat as directed by Sate of California Department of Fish ("DFG") and Game and U.S. Army Corps of Engineers ("ACOE"), hereinafter referred to as the "Mitigation Requirements"; and
- B. Whereas, College owns certain real property, hereinafter referred to the "Property" located in Solano county, more particularly described in Exhibit 'A', attached hereto and incorporated herein by this reference; and
- C. Whereas, STA desires to create, restore, enhance and then restrict those Property uses, now and in the future, in order to satisfy STA's Mitigation Requirements, so that College, STA, the People of Solano County and each successive owner of all or part of the Property shall be benefited thereafter, hereinafter referred to as the "Mitigation Purposes"; and
- D. Whereas, College, as the Property owner, will benefit from the educational opportunities provided by the Mitigation Purposes set forth herein.

Now, therefore, in consideration of the mutual promises of the parties hereunder and the mutual agreements set forth herein, the parties hereby agree as follows:

1. College hereby grants to STA and/or its representative (including by not limited to its employees, agents, consultants and contractors) permission to enter and use the Property and any additional working space necessary to facilitate the creation, enhancement and/or restoration of Property to satisfy STA's Project Mitigation Requirements (the "Mitigation Project") more particularly described in the North Connector Project: Suisun Creek Bridge Mitigation and Monitoring Plan and the Interstate 80 HOV Lanes/Eastbound Cordelia Truck Scales Relocation Project Mitigation and Monitoring Plan (the "MMP") attached hereto as Exhibit 'B1' and Exhibit 'B2' respectively and incorporated herein by reference. This includes the right to construct the improvements described in Provision 5 below. STA will give ten (10) days advanced written notice to College prior to the date that STA elects to enter the Property to begin the removal of facilities for the Mitigation

Project. STA ensures it has met environmental requirements imposed on both parties under STA and Federal law.

2. After the Mitigation Project is completed, College agrees that none of the prohibited uses described in Exhibit 'C', attached hereto and incorporated herein by reference, shall be made of the Property. College also agrees to operate, use and manage the Property, now and in the future, pursuant to and consistent with this Agreement, the attached Agreement Declaring Restrictive Covenants (the "ADRC"), attached hereto as Exhibit 'D', the guidelines and goals provided in the MMP, which are hereby incorporated herein by this reference. Additionally, College agrees that the STA and/or its representatives (including but not limited to its employees, agents, consultants and contractors) will have access for a period of ten (10) years to the Mitigation Project for the purpose of monitoring the site to ensure its success and acceptance by DFG and ACOE. In the event that additional work is required for the success and acceptance of the Mitigation Project by DFG and ACOE, upon written notification to College, STA shall undertake at its sole expense any additional work necessary on the Property to ensure said success and acceptance. College and STA further agree that this Agreement will then be amended to extend the termination date, as set forth in Provision 12 below, a minimum of ten (10) years from completion of said additional work by STA to allow STA to access the Property for monitoring purposes and to undertake any subsequent work needed to ensure the success and acceptance of Mitigation Project.
3. After STA's right to access to the Mitigation Project for the purposes of monitoring the site to ensure its success and acceptance by DFG and ACOE, as stated in Paragraph 2, has expired, STA shall remain solely responsible for all costs and expenses relating to the maintenance or repair of the Property and Mitigation Project to ensure that the property remains unchanged and the Mitigation Project remains successful and remains accepted by DFG and ACOE. STA will also remain solely responsible for any and all costs, expenses and other improvements or repairs necessary to maintain the Property and Mitigation Project. STA shall undertake at its sole cost and expense any additional work necessary on the Property to ensure said success and acceptance with the written consent of the College. If the College becomes aware of any improvements, repairs, modifications, or alterations necessary to maintain the Property and Mitigation Project it shall notify STA of the necessary improvements, repairs, modifications, or alterations within 45 days of discovery of any necessary improvements, repairs modifications, or alterations. STA shall make, at its sole costs and expense, any and all necessary, requested or required improvements, repairs, modifications, or alterations to the Mitigation Project within 45 days of notice given by the College to STA. Furthermore, STA will furnish a Performance Bond in the amount of five hundred thousand dollars (\$500,000.00) to ensure that necessary improvements, repairs, modifications, or alterations are commenced within 45 days notice from the College. If STA fails to commence, at their sole costs and expense, any and all necessary improvements, repairs,

modifications, or alterations to the Mitigation Project within 45 days after notice from College, College shall receive, on demand, the amount needed from the Performance Bond to make the necessary improvements to the Mitigation Project. STA shall furnish the Performance Bond prior to the execution of this Agreement.

4. College agrees that the ADRC will be executed by College and delivered to STA upon the completion of the construction on the Property and the acceptance of the facilities described in Provision 5 below. College agrees that the acceptance of the facilities shall not be unreasonably withheld. The STA will then record the ADRC against the title of Property.
5. With STA's prior written approval, which approval shall not be unreasonably withheld, College and College's successors or assigns may modify or transfer the use and management responsibilities established herein and as set forth in the ADRC. Without the prior written consent of STA, this Agreement is not assignable in whole or in part by College and/or College's successors or assigns.
6. STA agrees to construct a parking area that will consist of 22 standard 9' x 25' paved parking spaces. This parking area will be located on the College campus along the west side of Solano College Road and to the south of the softball field. The pavement for the parking area will consist of 3" of asphalt concrete (type A) over 3" of Class 3 aggregate base. Additionally in the same vicinity of the proposed parking area, the STA shall construct a 10' wide asphalt concrete path situated to the west of the existing parking stalls along Solano College Road. The path will be extended approximately 1039' from the northerly terminus of the existing path. The pavement for the path will consist of 2" of asphalt concrete (type A) over 6" of Class 3 aggregate base. This work will also require some minor adjustments to existing drainage and striping facilities. The proposed work is shown on Exhibit 'E' attached hereto and incorporated herein by reference. The total of STA's cost for these described work/facilities in this Provision 5, shall not exceed \$80,000.00. If the total cost exceed \$80,000.00, then STA at its option shall be responsible for obtaining the additional funds to pay that excess or return the property in as good a condition as found. College further agrees that after completion of the above listed work/facilities, these said facilities shall be considered the sole property of College and College will be responsible and liable for their maintenance and repair.
7. All work done under this Agreement shall conform to all applicable building codes, laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All improvements or other facilities relocated or reconstructed by the STA shall be left in as good a condition as found.
8. Neither STA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by College under or

in connection with any work, authority or jurisdiction delegated to College under this Agreement. It is understood and agreed that, pursuant to Government code Section 895.4, College shall fully defend, indemnify and save harmless STA and all its officers and employees from all claims, suites or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by college under or in connection with any work, authority or jurisdiction delegated to College under this Agreement.

9. Neither College nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STA under or in connection with any work, authority or jurisdiction delegated to STA under this Agreement. It is understood and agreed that, pursuant to Government code Section 895.4, STA shall fully defend, indemnify and save harmless College and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government code Section 810.8) occurring by reason of anything done or omitted to be done by STA under or in connection with any work, authority or jurisdiction delegated to STA under this Agreement.
10. All Notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered by hand or sent by registered or certified mail, return receipt requested. All such notices of either party shall be deemed to have been provided five (5) days after depositing same, postage prepaid, with the United States Postal Service, addressed as follows:

To STA:
Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, California 94585

To College:
Vice President, Administrative & Business Services
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94585-3197

10. The Parties have herein set forth the whole of their Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Invalidation or unenforceability of any provision(s) of this Agreement shall not render any other provision(s) invalid or unenforceable.

12. This Agreement shall terminate upon the completion of STA's work and monitoring programming as set forth in this Agreement or March 31, 2021, unless said termination date is extended as set forth in Provision 2 above or by mutual written agreement of both parties hereto. However, the ownership, operation, liability, and obligations clauses (including the obligation to execute and record the ADRC) herein shall remain in effect only to be extinguished or amended upon the mutual written agreement of both parties hereto.

In Witness Whereof, the Parties hereby execute this Agreement by their authorized officers and agree to be bound hereby:

SOLANO COMMUNITY COLLEGE
DISTRICT

By: _____
[REDACTED]
Vice President
Administrative & Business Services

SOLANO TRANSPORTATION AUTHORITY

By: _____
Daryl Halls
Executive Director

Attest: _____
Johanna Masielat
Clerk of the Board

APPROVED AS TO FORM AND PROCEDURE

By: _____
Charles Lamoree
STA Legal Counsel

AGREEMENT DECLARING RESTRICTIVE COVENANTS

This Agreement Declaring Restrictive Covenants, hereinafter referred to as "ADRC", is entered into effective this _____ day of _____, 2009, by and between Solano County Community College District, hereinafter referred to as "College"; and the Solano Transportation Authority, congestion management agency of Solano County, hereinafter referred to as "STA."

WHEREAS, College owns certain real property, hereinafter referred to as the "Property," located in Solano County, more particularly described in Exhibit 'A', attached hereto and incorporated herein by this reference; and

WHEREAS, STA, in order to mitigate for certain direct and/or indirect impacts to riparian/wetland habitat, directed by State of California Department of Fish and Game ("DFG") and U.S. Army Corps of Engineers ("ACOE"), hereafter referred to as the "Mitigation Requirements," that occurred as a result of STA's North Connector, I-80 HOV Lanes and the I-80 Eastbound Cordelia Truck Scales Relocation projects in Solano County (the "Project"), desires to create, enhance, restore- and then restrict those Property uses; and

WHEREAS, the Property will or now possess significant conservation values that are of great importance to the people of Solano County, STA, and College; and

WHEREAS, the conservation values of the Property will or now include, without limitation wildlife habitat, aesthetic, natural and open space conservation values, and more specifically, wetlands and riparian habitat, hereinafter referred to as "Conservation Values," and

WHEREAS, College, as the Property owner, will benefit from the educational opportunities provided by the Mitigation Purposes set forth herein and have agreed to the provisions of the Environmental Restoration Agreement dated _____, 2009.

WHEREAS, both STA and College desire and intend to permanently restrict the Property uses to preserve, protect, enhance and restore in perpetuity the Conservation Values of the property so that STA and each successive owner of all or part of said Property shall be benefited by the protection, restoration, and preservation of the Conservation Values of the Property to satisfy the Mitigation Requirement, hereinafter referred to as the "Conservation Purposes".

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each to other as covenantors and covenantees, and expressly for the substantial benefits to be derived therefrom, and to bind, their successors to interest, the said parties agree as follows:

Management of Property

1. Although not an exhaustive list, none of the prohibited uses described in Exhibit 'C', attached hereto and incorporated herein by this reference, shall be made of the Property.

2. College will own and use, now and in the future, the Property pursuant to and consistent with the Conservation Purposes of this ADRC, the guidelines and goals provided in the North Connector Project: Suisun Creek Bridge Mitigation and Monitoring Plan and the Interstate 80 HOV Lanes/Eastbound Cordelia Truck Scales Relocation Project Mitigation and Monitoring Plan (the "MMP") attached hereto as Exhibit 'B1' and Exhibit 'B2' respectively and incorporated by this reference. Notwithstanding the above, STA shall, at all times, maintain and repair the Property, at their sole cost and expense, and make any improvements to the Property which become necessary, at STA's sole cost and expense, so that the Property's purpose remain consistent with the Conservation Purposes of this ADRC and the guidelines and goals provided in the MMP. STA shall undertake at its sole expense any additional work necessary on the Property to ensure said compliance with this ADRC and the guidelines and goals of the MMP. With Colleges prior written approval, STA may modify or transfer these management, maintenance and repair responsibilities in the Property. If College negligently fails to use the Property pursuant to the terms of this ADRC, College will be required to cure said noticed violation, provided that the requirements to cure the violation are not related, in any way, to the maintenance, repair, or management obligations of STA herein, except as necessitated by the College's failure to use the property as restricted herein, within forty-five (45) calendar days of awareness of that violation. If College fails to cure the intentional and malicious violation within forty-five (45) calendar days of awareness, or where the violation cannot reasonably be cured within forty-five (45) calendar days, fails to begin curing such violation within that forty-five (45) calendar day period, or fails to continue diligently to cure such violation until finally cured, such failure will be deemed as a default of this ADRC. If a default occurs because of the College's intentional violation of the ADRC, the Conservation Purposes will have been deemed violated and College must comply with requirements set forth in sections 3 and 4 below. However, if the College negligently or unintentionally fails to use the Property or if a violation occurs through the fault of a third party or person or entity other than the College, the College shall not be deemed to be in default of this ADRC and STA will be required to cure said violation, at its sole cost and expense, within forty-five (45) calendar days of its discovery or notice from the College of any said violation. Furthermore, STA shall furnish a Performance Bond or other form of security satisfactory to the College in the amount of five hundred thousand dollars (\$500,000.00), payable on demand by the College of a Notice of Default, to ensure that necessary improvements, repairs, or management obligations of STA are commenced within 45 days of its discovery or notice from College of any violation. If STA fails to commence and diligently complete any and all necessary improvements, repairs, modifications, or alterations to the Mitigation Project within 45 days after notice from College, College shall receive, on demand, the amount needed from the Performance Bond to make the necessary improvements to the Mitigation Project. STA shall furnish the Performance Bond prior

to the execution of this ADRC. The Performance Bond shall be valid for ten years from its execution and thereafter renewed every ten years for the benefit of the College and Property. Upon renewal of the Performance Bond the aggregate Performance Bond amount shall be increased in amount equal to the total percentage increase of the consumer price index for the previous ten years.

3. All of the Property enhanced, restored or created with STA funds shall be subject to this ADRC. If the Property is deemed to be in default, sold, transferred, traded, or taken by an exercise of the power of eminent domain, in whole or in part, College shall notify STA of the default, proposed sale, transfer, trade or taking by sending written notice to: Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, California 94585.

4. In the event of a default because of an intentional violation of this ADRC or the guidelines and goals of the MMP, College, and/or College's successor or assigns shall, at College's discretion, either transfer said Property to another qualified entity who can satisfy the Conservation Purposes of this ADRC or reimburse STA, an amount equal to (i) the consideration paid by STA to College in the amount of \$80,000, or (ii) STA's actual cost in the purchase of a replacement mitigation site including, but not limited to, all necessary improvements to create, enhance or restore the riparian/wetland habitat in order to satisfy STA's Mitigation Requirements, whichever is lower. The total of the College's cost for the satisfaction of this Provision 4 shall not exceed \$80,000.00. College, and/or College's successor or assigns shall not be obligated to reimburse STA if STA agrees in writing that College, College's successors or assigns utilizes the amount that would be reimbursed to the STA for the preservation of other real property of equivalent environmental value conforming to the Conservation Purposes when protected by similar conditions, to the extent applicable.

5. If Property is sold pursuant to a threat of eminent domain or taken by an exercise of the power of eminent domain, in whole or in part College shall reimburse STA for the value of the STA's actual cost to create, restore and enhance the property but in no event shall that amount reimbursed exceed the net property acquisition proceeds received by College from any taking of Property.

Term

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until revoked or amended pursuant to the Amendment and Revocation provisions of this ADRC.

Amendment and Revocation

7. This ADRC and any amendments to it may be amended in any respect by the joint execution of STA and College of any instrument amending or revoking this ADRC. The amending or revoking instrument shall make appropriate reference to this ADRC and its amendments and shall be acknowledged and recorded in the office of the Recorder of Solano County.

Enforcement

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Indemnification

9. Neither STA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by College under or in connection with any work, authority or jurisdiction delegated to College under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, College shall fully defend, indemnify and save harmless STA and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by College under or in connection with any work, authority or jurisdiction delegated to College under this ADRC which arise from the sole passive negligence, sole active negligence or willful misconduct of College.

Neither College nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STA under or in connection with any work, authority or jurisdiction delegated to STA under this Agreement. It is understood and agreed that, pursuant to Government code Section 895.4, STA shall fully defend (with counsel acceptable to College), indemnify and save harmless College and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government code Section 810.8) occurring by reason of anything done or omitted to be done by STA under or in connection with any work, authority or jurisdiction delegated to STA under this Agreement, except for any claims which arise from the sole passive negligence, sole active negligence or willful misconduct of College.

Purpose of ADRC

10. This ADRC is for the purpose of protecting the present and future use of the Property for the Mitigation Requirements set forth herein this ADRC.

Severability

11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this ADRC by their duly authorized officers as set forth below and agree to be bound hereby:

SOLANO COMMUNITY COLLEGE
DISTRICT

SOLANO TRANSPORTATION
AUTHORITY

By: _____
Dr. Robert Jensen
Interim Superintendent/President

By: _____
Daryl Halls
Executive Director

Attest: _____
Johanna Masielat
Clerk of the Board

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Charles Lamoree
STA Legal Counsel

(Space below for Notary Public acknowledgements)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SECOND READING FOR APPROVAL OF AMENDED
ACADEMIC CALENDAR FOR 2009-10

REQUESTED ACTION: APPROVAL

SUMMARY:

The amended Academic Calendar for 2009-2010, approved at the June 6, 2007, Governing Board meeting, a copy of which is attached, has been recommended by the Academic Calendar Advisory Committee and has received the endorsement of the Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA) Bargaining Unit in accordance with the collective bargaining agreement.

The amendment reflects changes, which note the beginning and ending dates of the 2009 summer session.

Approval of this amendment is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lisa J. Waits, Ed.D.
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

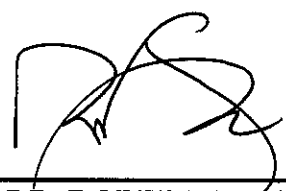
TELEPHONE NUMBER

Student Services

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE
2009 – 2010 ACADEMIC CALENDAR REVISED 5/19/09

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
MAY 18	19	20	21	22 SPRING ENDS	23	24
25 HOLIDAY	26 Begin Intercession I	27	28	29	30	32
JUNE 1, 2009	2	3	4	5	6	7
8	9	10	11	12 End Intercession I 5-day wk	13 End Intercession I 6-day wk	14
15 BEG SUM	16	17	18	19	20	21
22	23	24	25	26	27	22
29	30 End Intercession I 4-day wk	JULY 1	2	3 HOLIDAY	4	23
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23 End 6-Week summer session	24	25	26
27 Begin Intercession II	28	29	30	31	AUGUST 1	2
3	4	5	6 End 8-Week summer session	7	8	9
10	11	12 End Intercession II	13 Opt Flex	14 Opt Flex	15	16
17 Req Flex	18 Req. Flex	19 BEG FALL	20	21	22 Beg Sat Class	23 Beg Sun Class
24	25	26	27	28	29	30
31	SEPTEMBER 1	2	3	4	5 No Sat. Class	6 No Sun Class
7 LABOR DAY	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	OCTOBER 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	Nov 1
2	3	4	5	6	7	8
9	10	11 VETERANS	12	13	14	15
16	17	18	19	20	21	22
23	24	Opt Flex 25	THANKSGIVING 26	HOLIDAY 27	HOLIDAY 28	HOLIDAY 29
30	DECEMBER 1	2	3	4	5	6
7	8	9	10	11 EVE FINALS	12 SAT FINALS	13 SUN FINALS
14 D/E FINALS	15 D/E FINALS	16 D/E FINALS	17 D/E FINALS	18 END FALL	19	20
21	22	23	24	25 CHRISTMAS	26	27
28	29	30	31	JANUARY 1, 2010	2	3
4	5	6	7	8	9	10
11	12	13 Opt Flex	14 Req Flex	15 Req. Flex	16	17
18 MLK DAY	19 Opt Flex	20 BEG SPRING	21	22	23 Begin Sat	24 Begin Sun
25	26	27	28	29	30	31
FEBRUARY 1	2	3	4	5	6	7
8	9	10	11	12 LINCOLN'S	13 No Sat Class	14 No Sun Class
15 WASHINGTON	16	17	18	19	20	21
22	23	24	25	26	27	28
MARCH 1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17 OPT FLEX	18	19	20	21
22	23	24	25	26	27	28
29	30	31	APRIL 1	2	3 No Sat Classes	4 Spring Break
5	6	7 SPRING	8 BREAK	9	10 Sat Resumes	11 Sun Resume
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	MAY 1	2
3	4	5	6	7	8	9
10	11	12	13	14 EVE FINALS	15	16
17	18 EVE FINALS	19 D/E FINALS	20 D/E FINALS	21 D/E FINALS	22 SAT FINALS	23 SUN FINALS
24 D/E FINALS	25 END SPRING	26 BEGIN SUMMER	27	28	29	
31 MEMORIAL	June 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20

FALL 2009

Flex Days	5
Instructional Days	83
Total Days	88
Day Finals	Dec 14-18
Evening Finals	Dec 11-17
Sat/Sun Finals	Dec 12, 13

Number of Night Class Meetings

Mondays	16
Tuesdays	17
Wednesdays	16
Thursdays	17
Fridays	16
Saturdays	15
Sundays	15

SPRING 2010

Flex Days	5
Instructional Days	82
Total Days	87
Day Finals	May 19-25
Evening Finals	May 18-24
Sat/Sun Finals	May 22,23
Graduation	May 25

Number of Night Class Meetings

Mondays	16
Tuesdays	16
Wednesdays	16
Thursdays	17
Fridays	16
Saturdays	16
Sundays	16

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED REVISED JOB DESCRIPTION:
CURRICULUM ANALYST

REQUESTED ACTION: INFORMATION

SUMMARY:

The attached job description has been revised with input and concurrence from the California School Employees' Association, Chapter #211 to meet the needs of the District. The class specifications will be included in the CSEA collective bargaining group and the salary placement will be Range 15.

In accordance with Governing Board procedure, the revised job description will be presented for Board action at the July 15, 2009 meeting under the Consent Calendar for Human Resources.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7122


TELEPHONE NUMBER

Administration

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: Curriculum Analyst

BASIC FUNCTION: Under direction of the ~~Dean~~ **Vice President** of Academic Affairs or designee, perform professional work in coordinating curriculum actions; oversee the process for compiling the schedule of classes, general catalog, faculty handbook and other publications; assist the ~~Dean~~ in the articulation process **the Curriculum Analyst provides specialized administrative and technical paraprofessional support in the curriculum and articulation processes including aspects of the development, approval, and implementation of the District's curriculum; coordinates and provides support to administrative processes for establishing, changing coding, maintaining, and reporting curriculum-related activities; coordinates and participates in the technical aspects of curriculum development and curriculum review; maintains and updates the master curriculum database and catalog; prepares and maintains curriculum-related reports, communicates with the Chancellor's Office, and disseminates information to the campus community.**

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

Maintain currency in and disseminate information to the campus community applicable California Education Code, Title 5, and Chancellor's Office legal advisories, policies, and regulations governing the development of community college curricula and educational programs.

Analyze curriculum for compliance with District policies and procedures, state regulations, Education Code, and federal regulations. Monitor changes to regulations to Title 5 and the California Education Code for affect on District procedures, processes, reporting, and analyze impact on curriculum.

Follow established procedures, identify courses and course outlines for regular annual review and notify instructional divisions to initiate the review process; track completion of review processes and update information in the course curriculum database and master course catalog database.

Serve as the lead functional expert for the Banner curriculum module (master course file); participate in the review and testing of system upgrades, maintains user documentation and procedures.

Provide faculty and staff with training and support on how to access and use the course curriculum website; provide technical support and assist in creating, updating, and maintaining course outlines; document and update the status of outlines from

draft or pending status to adopted; review and ensure the accuracy of all course outlines, including updating, revising and deleting data associated with courses, such as materials fees, advisories/prerequisites/co-requisites, and distance education addenda.

Compose correspondence on curriculum and related matters; prepare and maintain various reports, Board agenda items, statistical data, and other materials in support of the curriculum and program development.

Coordinate and monitor the curriculum development and review process.

Receive and evaluate course modification proposals, new course proposals, and program development proposals for compliance with local policy, Chancellor Office legal advisories, Title 5, and Education Code. Responsible for entering approved courses, course modifications, certificate and degrees into the master curriculum catalog database.

Provide support for the Curriculum Committee.

Assist the Vice President and deans in generating specialized reports for submission to the Chancellor's Office; generate reports required for local, state, federal, and accrediting purposes.

Coordinate, develop, and publish the production calendar for building the course catalog; updates catalog descriptions and all other catalog rights and ensure the accuracy in the system database.

Participate in assigned committees.

~~Plan and coordinate development of the schedule of classes; establish timelines and confer with District administrators to determine instructional, registration and printing requirements; supervise database management, data entry and room assignments.~~

~~Oversee the maintenance and updating of the Instructor Workload Manual, which carries the workload value of all classes and any exception to the normal workload pattern; monitor instructor workloads to assure contract compliance; serve as resource to District's Chief Negotiator concerning instructor workload matters.~~

~~Plan and coordinate the publication of the District's catalog and supplement, faculty handbook and other materials as assigned; edit materials and write original copy as needed.~~

~~Coordinate the curriculum process; provide technical expertise to the Curriculum Committee on Instruction regarding curriculum procedures, laws and past practices; analyze new and pending legislation to determine impact; plan and implement required procedural~~

changes.

~~Develop curriculum timelines and forms; review curriculum proposals prior to submission to the Curriculum Committee; advise faculty and administrators regarding curriculum requirements and revisions.~~

~~Assist in administering the course and program articulation process. research course transfer information; contact articulation personnel in other educational institutions; maintain current articulation files and records.~~

~~Prepare and generate statistical records and reports regarding curriculum, instructor workload and articulation.~~

~~Communicate with District instructors and administrators regarding the content and distribution of District publications.~~

~~Analyze computer programming requirements of the Curriculum Office; provide technical direction to programmers regarding database management needs; serve on computer software planning committees.~~

~~Train and provide work direction to clerical personnel as assigned; establish priorities, timelines and procedures.~~

~~Operate office equipment including personal computer, word processing software, and calculator.~~

Secondary Functions:

Perform job-related duties as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: A bachelor's degree in English, journalism or related field and some experience in the development and processing of a community college curriculum, or any combination of training, experience and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Communicate clearly and effectively, both orally and in writing.

Practice sound business communication and correct English grammar, spelling, and punctuation.

Use tact, discretion, courtesy and patience in dealing with sensitive, difficult and stressful situations.

~~Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.~~

~~Ability to respond to common inquiries or complaints from students, other employees, regulatory agencies, or members of the community.~~

~~Ability to edit and proofread District publications including the course catalog, schedule of classes and faculty handbook.~~

~~Ability to write original material for publication that conform to prescribed style and format.~~

~~Ability to effectively present information to top management, public groups, and/or the Board of Trustees.~~

~~Ability to prepare clear, concise and complete statistical reports.~~

MATHEMATICAL SKILLS:

Ability to perform basic mathematical computations.

Research, compile, and analyze information/data, make recommendations and prepare and present precise and complete reports.

~~Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.~~

~~Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.~~

REASONING ABILITY:

~~Ability to define problems, collect data, establish facts, and draw valid conclusions.~~

~~Ability to analyze and interpret complex curriculum issues, and deal with several abstract and variables~~ **advise, and make recommendations.**

~~Ability to analyze situations, and make decisions in procedural matters~~ **and act independently.**

Interpret and apply policies and procedures, legal advisories, regulations, and laws, to core functions.

CERTIFICATES, LICENSES, REGISTRATION:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Read, comprehend, and interpret applicable California Education Code, Title 5, and Chancellor's Office legal advisories, policies, and regulations pertaining to community college curricula and educational program development.

Ability to coordinate many different duties, determine the relative importance of each, set deadlines and complete projects accurately and quickly.

Review and proofread highly detailed information online and in paper formats, identify errors, conflicts, omissions, and other problems quickly and with high degree of accuracy.

Establish and maintain effective and cooperative working relationships with faculty, staff, and others connected in the performance of duties.

Effectively use computers and standard business software including word processing, spreadsheet, and database applications.

Ability to demonstrate clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students, staff and community.

Demonstrate knowledge of:

~~Curriculum process procedures.~~

~~Class schedule construction.~~

~~Relevant sections of the California Education Code and other laws and regulations concerning California Community College curriculum and articulation.~~

~~Publishing and printing procedures.~~

~~Facilities utilization principles.~~

~~Recordkeeping techniques.~~

~~Modern office practices, procedures and equipment.~~

~~Work effectively with instructors, administrators and committees regarding curriculum, articulation and District publications.~~

~~Compile and produce an accurate class schedule and college catalog.~~

~~Maintain and update extensive computer records and files.~~

- Work independently with minimal supervision.
- Meet schedules and timelines.
- ~~Train and provide work direction to others.~~
- ~~Operate office equipment such as mainframe and micro computers and printer, adding machine, copier, automated telephone system and facsimile machine.~~
- ~~Operate an electronic keyboard accurately at an acceptable rate of speed.~~
- ~~Use word processing, desktop publishing, spreadsheet and data base management computer software effectively.~~
- ~~Perform assigned work with speed and accuracy.~~
- ~~Establish and maintain effective and cooperative working relationships with others.~~
- ~~Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.~~
- Maintain records and files.
- Meet schedules and timelines.
- Plan and organize time and work effectively.
- ~~Work independently with minimum supervision.~~

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. The employee in this classification is frequently required to conduct work at other campus locations.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an administrative office environment. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly exposed to frequent interruptions and the hazards

of working with video display terminals. ~~The work environment is quiet.~~

Marlys Grodt & Associates - 1993

SD/zg

Board approved: 6/19/96

RS/nb

Revised: 1/27/2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISION TO HUMAN RESOURCES
FACULTY HIRING PROCEDURES, SERIES 4000, POLICY
NO. 4005

REQUESTED ACTION: INFORMATION

SUMMARY:

The attached Human Resources Governing Board Procedures to Policy No. 4005 has been revised and has received concurrence from the Shared Governance Council and the Executive Cabinet.

New language is printed in bold. Old language has a strike out.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES PROCEDURES**

FACULTY HIRING PROCEDURES

4005

PROCEDURE:

I. Criteria for Hiring - Campus Wide

- a. Criteria to determine position priorities will be jointly established by the Academic Senate and ~~D~~division Deans.
- b. The Division will define and determine assignments for the position.

II. Division Planning for the Job Vacancies

- a. The ~~Personnel Office~~ **Human Resources Department** will prepare the job announcement and submit a draft to the division for review.
- b. The adopted SCC Minimum Qualifications List will be used to determine the minimum qualifications for the position.
- c. The Academic Senate adopted SCC Equivalency Procedure will be followed.
- d. The Staff Diversity/~~Affirmative Action~~ Officer and the Director of ~~Personnel~~ **Human Resources** will serve as resource to the committee during the hiring process.

III. Committee Selection

- a. The division is responsible for committee size and selection. Faculty representation may be sought outside the division. The committee composition shall include gender equity and ethnic diversity.
- b. Faculty hiring committees shall include faculty and the ~~D~~division Dean.
- c. Any faculty member within the division who wishes to do so shall serve on the committee.
- d. Faculty hiring committees will be established by the division prior to the publication of the job announcement.
- e. Each committee member is responsible for integrity concerning any known conflicts of interests.

- f. The following are the faculty hiring committee's responsibilities:
- Objectivity/Fairness/Equality of Treatment
 - Confidentiality
 - Commitment to the Process
 - Adherence to Timeline
 - Screening Criteria
 - Application Screening Process
 - Selection Criteria
 - Interview Questions - Tie questions to selection criteria
 - Integrity of Process
 - Determination of Finalist(s) and Reference Checks
 - Submission of Completed Rating Sheets, Reference Checks, and Applications

IV. Committee Chair Selection

- a. The committee chair will be selected by the committee.
- b. The issues of released time, compensation pay, etc., also need to be addressed.
- c. The following are the responsibilities of the faculty hiring committee chair:

Committee Liaison with ~~Personnel Office~~ **Human Resources Department**
 Orientation of Members
 Development of committee Rules and Regulations (e.g., how to recommend finalists)
 Committee Operation and Adherence to Timeline
 Returning Completed Screening Selection Rating Forms to the ~~Personnel Office~~
Human Resources Department

V. Development of Committee Procedures, Timeline and Training

~~Affirmative Action~~ Staff Diversity Office:

- a. Assists and trains committees to insure compliance to district policy and state and federal legal requirements for adherence to ~~affirmative action~~ **Equal Employment Opportunity (EEO)** regulations.
- b. Reviews and approves screening, interview and rating forms, interview questions, screening and selection criteria.
- c. Serves as resource to the committee on ~~affirmative action~~ **diversity** matters.
- d. Serves as a non-voting member on hiring committees whenever possible.
- e. Submits all job file documents to the ~~Personnel Office~~ **Human Resources Department** prior to the scheduling of the second interviews.

- f. Performs diversity reviews of applicant pools.

~~Personnel Office:~~ **Human Resources Department:**

- g. The ~~Personnel Office~~ **Human Resources Department** shall provide assistance to the committee in developing the timeline, scheduling interviews and assisting in completing reference checks, if needed.
- h. When needed, the Director of ~~Personnel~~ **Human Resources** will perform the function of the Staff Diversity/~~Affirmative Action~~ Officer in his/her absence to insure that the hiring process moves forward in accordance with the established timeline.

~~Personnel~~ **Human Resources and Affirmative Action- Staff Diversity Offices:**

- i. Develop a team building relationship with the committee and the committee chair.
- j. Maintain confidentiality in the hiring process.
- k. The Staff Diversity/~~Affirmative Action~~ Officer and the Director of ~~Personnel~~ **Human Resources** will serve as a resource to the committee in the hiring process.

VI. Application - Pre-screening

- a. Pre-screening for minimum qualifications should be done by the committee chair and Personnel. This does not exclude any committee member or the committee from screening all applications.
- b. All applications (including those which do not meet minimum qualifications) will be forwarded to the Faculty Hiring Committee after ~~Personnel~~ **Human Resources** has removed the Ethnic Statements from the application. As per Federal Guidelines, applicant diversity statistics will be maintained by the ~~Personnel Office~~ **Human Resources Department**. As stated on the job announcement, equivalencies will be handled in accordance with the Academic Senate approved Equivalency Procedure.

VII. First Diversity Review of Application Pool

- a. The Staff Diversity/~~Affirmative Action~~ Officer will advise the committee of the division's diversity goals and timetable and the diversity of the applicant pool. Every effort will be made during the hiring procedure to meet these goals and timetable.
- b. The Staff Diversity/~~Affirmative Action~~ Officer and the Committee Chair will collaboratively determine if the pool adequately represents the necessary diversity before continuing the process.

If the pool is considered to be representative of under-represented groups, the process continues with item d.

If the pool does not adequately represent the under-represented groups for the following reasons:

1. Likelihood of obtaining diversity in a field where it is difficult to recruit candidates
2. Need for addressing ethnic and gender diversity in the field
3. Review recruitment efforts to determine adequacy of recruitment process

the Staff Diversity/~~Affirmative Action~~ Officer and the Committee Chair will meet to determine whether or not to proceed or re-advertise for the position.

- c. The committee will establish the screening criteria and rating forms, evaluating applications based upon those criteria.
- d. The following criteria should be following in rating candidates:
 1. If there are 30 or fewer applications, rate the first 15.
 2. If there are more than 30, rate 50% to a maximum of 25 candidates.
- e. The committee will determine the number of interviews to be scheduled and submit a list of rated candidates to the Staff Diversity/~~Affirmative Action~~ Officer. Depending on the requirements of the interview, a minimum of a week's notice should be given to the prospective candidates.

VIII. Second Diversity Review of Applicant Pool

The Staff Diversity/~~Affirmative Action~~ Officer will review the selected pool of applicants and the candidates selected for interviews to determine if diversity exists. If diversity exists in the pool to be interviewed, the interview process will proceed.

If diversity does not exist in the number of candidates to be interviewed, but does exist in the rated pool, the committee chair will be advised to add the next five, or fewer, candidates based on the rating into the pool until diversity exists.

If diversity does not exist in the rated pool, the Staff Diversity/~~Affirmative Action~~ Officer **and** the committee or, if designated, the committee chair, will meet to discuss and take a plan of action. The following should be considered in the discussion (may include, but are not limited to):

1. Review of the screening criteria to determine if the criteria disqualified candidates who could perform the job.

2. Review the qualifications of other candidates (not included in the rated pool) to determine if they should be added to the rated pool.

IX. Interview Process

- a. Committee members, under the direction of the committee chair and with assistance from the Staff Diversity/~~Affirmative Action~~ Officer, will develop hiring criteria rating methods and criteria-related questions. All committee members will ask the candidate(s) the same questions, maintaining consistency and equity. Committee members may be asked to explain their rating of candidates to the other members of the committee.
- b. Completed rating sheets will be turned in to the chair after determining the candidate(s) for each job vacancy. Particular care should be taken to create a rating system that uniformly identifies the top candidates of each member. The committee chair will turn in completed rating forms to the ~~Personnel Office~~ **Human Resources Department**.
- c. Under direction of committee chair and by consensus of the committee, the committee shall recommend qualified candidate(s) for each vacancy. Reference checks are to be completed before finalists are determined and turned in to the ~~Personnel Office~~ **Human Resources Department**.
- d. The hiring committee will invite the President and the appropriate ~~Dean~~ **Vice-President** to meet with the committee to discuss the recommended candidate(s).
- e. All recommendations must be supported with a completed, signed recommendation form -- signature of the committee chair and/or division/department head, reference check forms and responses, applications of all candidates, and rating sheets to the ~~Personnel Supervisor~~ **Human Resources Specialist (Recruitment)**.

X. Reference Checks

- a. The hiring committee shall review and revise, if necessary, the reference check form.
- b. At least three reference checks should be made on each potential finalist.
- c. Immediate supervisors of the candidate(s) listed on the "Experience" section on the application form are to be contacted unless candidate(s) specify otherwise. **Confidentiality must be maintained.** A form will be included in the application for the candidate(s) to request that his/her immediate supervisor not be contacted until candidate(s) is notified.
- d. The same questions are to be directed to each reference.
- e. Professional references may be used for character corroboration but are not meant

to be used in lieu of former/immediate supervisors' references.

- f. Reference check forms shall be completed in detail and should be typewritten or legibly written in ink. Responses should be elaborated on.

XI. Second Interview Process

- a. The Director of ~~Personnel~~ **Human Resources** will review all recommendations and supporting documents. If further clarification is needed, the documents will be returned for the additional information.
- b. If the documents are satisfactory, the recommendations will be forwarded to the Superintendent/President and the appropriate ~~Dean~~ **Vice-President**.
- c. The committee, the Superintendent/President, and the appropriate ~~Dean~~ **Vice-President** will conduct the final interview and make selections. Any member of the committee may elect not to participate in the final interview. The interview questions for the second interview will be the same for each finalist.
- d. The Superintendent/President and/or the appropriate ~~Dean~~ **Vice-President** will confer with ~~Personnel~~ **Human Resources** staff to determine appropriate salary placement and make offers of employment. If no individual is hired, the appropriate ~~Dean~~ **Vice President** will meet with the committee to determine resolution.
- e. The job offer will be contingent upon approval of the Governing Board.

XII. Notification to Candidates

- a. Non-finalists will be notified in writing by the ~~Personnel Office~~ **Human Resources Department**.
- b. Finalists who are not offered employment will be notified of their status by the appropriate ~~Dean~~ **Vice-President**.

SLD/zg

BP 4005 Faculty Hiring Procedures

Governing Board Review: 2/6/91

Revised: 11/30/90, 12/3/90

Revised: 9/6/95

Approved by Educational Administrators and Academic Senate: 11/6/95

Governing Board Review: 11/7/01

Governing Board Review: 1/21/04

RDC/zg Proposed update ~~6/30/08~~ 4/21/09

Reviewed by Shared Governance: 5/27/09

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES PROCEDURES**

Addendum-Fire Technology Hiring Procedures, Level II Courses

4005

Purpose of Abbreviated Procedures: State Fire Marshall level II courses will be offered at Solano Community College in the near future and are offered once every two years. Only individuals certified by the State Fire Marshall's Office are permitted to instruct these courses.

1. The manager will complete the district personnel requisition form to obtain prior approval to fill positions.
2. The manager will contact the State Fire Marshall's Office in writing to request a list of the certified instructors for each course that will be taught and forward a copy to the Human Resources Department for the job file.
3. The manager will send a letter (with a copy to the Human Resources Department) to each of the instructors on the State Fire Marshall's certified list to inquire of their interest in the position(s). The letter will include a deadline for application, list those items needed to submit an application for consideration: completed employment application, resume, college transcripts (photocopies are acceptable), and copy of State Fire Marshall's certification, and directions to send the application materials to the Human Resources Department. Other documents may be required.
4. Those application packets received by the deadline will be reviewed by the Director of Human Resources to insure that they meet the minimum qualifications for the position as well as the ~~appropriate Dean of the Trade and Technical Division~~.
5. Interview questions will be developed by the ~~appropriate Dean of the Trade and Technical Division~~ and the Coordinator of Fire Science and subject to approval by the Director of Human Resources.
6. The ~~appropriate Dean of the Trade and Technical Division~~ and the Coordinator of Fire Technology may interview the candidates via a telephone conference.
7. Recommendations of employment are subject to reference checks and a formal written recommendation on the district form for this purpose.
8. The Human Resources Department is responsible for maintaining the job file for the position and notifying unsuccessful candidates. The ~~division~~ Dean is responsible for forwarding all letters, reference checks, interview rating forms, etc. to the Human Resources Department for the job file.

sd/zg:Proc4005.Rev

Reviewed by Academic Senate on 11/6/95; Board 4/17/96

Revised: 9/3/02

Board reviewed: 1/21/04

RDC/zg Proposed update: 6/30/08

Reviewed by Shared Governance: 5/27/09

SOLANO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES PROCEDURES

EQUIVALENCY PROCEDURES

4005

MINIMUM QUALIFICATIONS

The qualifications for hire in each discipline at Solano College are outlined in the SOLANO COMMUNITY COLLEGE MINIMUM QUALIFICATIONS LIST and is available in the Human Resources Department. This list will be reviewed periodically and may be amended according to the College's governance policy.

**BACKGROUND AND PHILOSOPHY OF EQUIVALENCY TO THE
MINIMUM QUALIFICATIONS**

- A. AB 1725 provides for the hiring of faculty who do not meet the precise letter of the minimum qualifications, provided that "the governing board determines that he or she possesses the qualifications that are at least equivalent" (Section 87359). The criteria and process for reaching this judgment will be worked out between the Solano Community College Governing Board and the Solano Community College Academic Senate.
- B. This college will have and use an equivalency process which does not lower standards, nor raise minimum standards. The purpose of the equivalency process is to allow the College to hire individuals who have a background (education and experience if required) at least equal to that required by the minimum standards even if their degrees have different names and their experience has been gained in an unconventional manner.
- C. Minimum qualifications contain two components –
 - 1. general education required for the degree (Associate or Bachelor's or Master's) and
 - 2. knowledge of and skills in the discipline.

EQUIVALENCY PROCEDURE

- A. Prescreening of applications shall be done in accordance with the college hiring procedures.

- B. The hiring committee will screen applications (those meeting the minimum qualifications and those requesting equivalency) based on the pre-determined selection criteria.
- C. The hiring committee will determine those applicants selected for an interview. Prior to an interview, the applicant's qualifications will be reviewed to determine if the minimum or equivalent qualifications have been met. Any candidate whose equivalency cannot be determined by the hiring committee shall be referred to the College Equivalency Committee for resolution.
- D. A standing college committee, known as the Equivalency Committee, shall be established to maintain consistency in the equivalency process throughout the institution and through time. The Equivalency Committee is distinct and separate from individual hiring committees.
- E. The Equivalency Committee shall consist of:

Five (5) members: one (1) Student Services Manager, one (1) Academic Manager, three (3) Faculty appointed by the Senate (not more than one (1) from any division, but must include at least one (1) from the ~~Trade and Technical~~ **Career Technical Education** Division). A representative from Human Resources Department will serve as support staff.
- E. The Equivalency Committee shall make the determination of equivalency if the hiring committee is unable to reach an agreement regarding a candidate's qualifications.
- F. The Equivalency Committee will consider candidates on a case-by-case basis maintaining thorough and accurate records of their deliberations and decisions. It shall be the shared responsibility of the Committee and the ~~Faculty~~ **Academic** Senate to insure uniformity within and between all cases. All deliberations and records of the Committee will be confidential. No candidate shall receive an interview unless he or she meets the minimum qualifications or the equivalent of the minimum qualifications. All questions of minimum qualifications will be resolved before any interviews will be scheduled.

IV. EQUIVALENCY DECISIONS

- A. The hiring committee shall include specific documentation to warrant an equivalency approval or denial. The documentation creates a history for the division/department and shall include the criteria used by the committee to base its decision.

Example:

Requirements to teach Physical Education:

1. Master's in physical education with an emphasis in physical education, kinesiology, physiology of exercise, or adaptive physical education or
2. Bachelor's in any of the above and master's in any life science, dance, physiology, health education, recreation administration, kinesiology, or physical therapy or
3. the equivalent.

Applicant's qualifications:

BS in physical education and an MS in sports administration

Equivalency request documentation:

Does not meet the qualification of MA in physical education. MS in sports administration is equivalent to MS in recreation administration based on degree course content. The combination of the equivalent MS degree and the possession of the BA in physical education qualifies the applicant to teach physical education.

- B. Equivalent degrees determined by the hiring committee will be included in the District's official minimum qualifications records.

V. CRITERIA FOR EQUIVALENCY

- A. The equivalency process shall be applied to determine the qualifications for hire or for reassignment of individuals who state that they possess education, training, and/or experience which is at least equivalent to the minimum qualifications established by the District.
- B. Candidates who claim equivalent qualifications shall provide conclusive evidence that they possess qualifications that are at least equivalent to those required by the minimum qualifications as stated on the job announcement. The conclusive evidence must be as clear and reliable as college transcripts. Specifically, the person making the claim must provide conclusive evidence establishing:
 1. The equivalent of a required degree including:
 - a. The general education required for that degree AND

- b. The major coursework required for that degree.
- 2. If applicable, the equivalent of required experience including:
 - a. Mastery of the skills of the vocation thorough enough for the specific assignment and broad enough to serve as a basis for teaching the other courses in the discipline.
 - b. Extensive and diverse knowledge of the working environment of the vocation.

VI. GUIDELINES FOR CONCLUSIVE EVIDENCE

It is the responsibility of the applicant to submit conclusive evidence. A personal written statement supporting your request for equivalency (required) and one or more of the following:

- A. Letter from the educational institution that the completed coursework is equivalent to the degree requirement.
- B. A list/chart of the college courses required for the degree (from a college) to include the title of the course you have taken, college where the course was taken, dept. name, course number, and grade.
- C. Foreign degrees: If your foreign degree has not been evaluated by a recognized evaluation service, we recommend that you do so. Submission of foreign transcripts without evaluation does not provide adequate information to render a decision.
- D. Untranslated transcripts: If your transcripts are not translated into the English language, we recommend you have them officially translated and notarized. Submission of untranslated transcripts does not provide adequate information to render an equivalency decision.

VII. EQUIVALENCY STANDARDS FOR DISCIPLINES REQUIRING A MASTER’S DEGREE AND/OR COMBINATION OF A MASTER’S AND BACHELOR’S DEGREE

- A. BA/BS/MA/MS Degrees
 - 1. Must have completed the required number of units of coursework which meet each portion of the typical general education pattern for the degree.

2. Knowledge of the Discipline Component. Must have demonstrated the knowledge by coursework or by a professional exam as determined and required by the discipline, approved by the Equivalency Committee, and noted on the job announcement.
3. In disciplines listed below, a bachelor’s degree in the discipline of the assignment plus a valid California professional license or certification may be submitted for the minimum qualifications:

<u>Discipline</u>	<u>License or Certification</u>
Accounting	Certified Public Accountant
Counseling	Marriage, Family, and Child Counselor
Engineering	Professional Engineer
Nutritional Science/Dietetics	Registered Dietitian

B. Equivalency Standard for DSPS/Adapted Physical Education

1. The equivalency standard is based on the following:
 - a. Possession of a bachelor’s degree
 - b. Enrollment in a program leading to a master’s degree in physical education to include 15 semester units of upper division or graduate study in adapted physical education.
 - c. Written verification from institution that prospective employee is enrolled in a program leading to one of the master’s degrees of specialization noted above.
 - d. Written agreement from prospective employee that he/she will complete 12 semester units toward the completion of the minimum qualifications for this position within 30 months from his/her date of hire. The agreement may be extended for an additional 24-month period to complete the remainder of the minimum qualifications.
2. Procedures to implement:
 - a. The prospective employee is responsible for submitting initial transcripts, obtaining a letter from the institution to verify enrollment, completing coursework outlined by the agreement and submitting transcripts of on-going work, and requesting renewal of the agreement.

- b. The Human Resources Department will process the written agreements and document the information to the employee's personnel file. Notification will be sent to the division Dean for information.
- c. The division Dean is responsible for ensuring that the employee is qualified to teach prior to assignment scheduling each academic year.

VIII. EQUIVALENCY STANDARDS FOR DISCIPLINES NOT REQUIRING A MASTER'S DEGREE

A. General Standards

- 1. BA (or 120 semester units to include a minimum of 30 semester units of upper division/graduate level courses) in any discipline and the equivalent of two years of teaching or work experience directly related to the faculty member's assignment plus certification/licensure if applicable.
 - 2. AA (or 60 semester units of college-level coursework from an accredited institution with a minimum of 18 semester units in general education) in any subject and one of the following:
 - a. The equivalent of six years of work experience or teaching experience directly related to the faculty member's assignment plus certification/licensure if applicable.
 - b. The equivalent of four years of work experience or teaching experience directly related to the faculty member's assignment plus certification/licensure if applicable and one of the following:
 - 1) The equivalent of two years of other related work experience.
 - 2) The equivalent of one year of specialized training in the discipline obtained at a technical school or other institution verified by transcript, certification, or licensure in addition to the AA requirement.
- B. Photography: BA/BS degree in photography, fine arts or art and determination that the candidate has eminence* or BA/BS in photography, fine arts or art and 24 semester hours of graduate level work toward an MA degree in art history or humanities.

- C. Drama/Theatre Arts: BA/BS degree in drama, theatre arts or performance and determination that the candidate has eminence* or BA/BS in drama, theatre arts or performance and 24 semester hours of graduate level work toward an MA degree in comparative literature, English, speech, literature, or humanities.
- D. Dance: BA/BS degree in dance, physical education with a dance emphasis, or theatre with dance emphasis or equivalent thereof (e.g., choreography) and determination that the candidate has eminence* or BA/BS degree in dance, physical education with a dance emphasis, or theatre with dance emphasis and 24 semester hours of graduate level work toward an MA degree in physical education, any life science, physiology, theatre arts, kinesiology, performing arts, or dance.
- E. Coaching: BA/BS degree in any discipline and two years of work experience in coaching, teaching, playing (NCAA level or higher) or appropriate national certification.
- F. Music: BA/BM in music or performance and determination that the candidate has eminence*; BA/BM in music or performance and 6 years of full-time work experience in teaching or performance; or BA/BM in music or performance and 24 semester hours of graduate performance, music history or theory, or music education.

* Eminence may include: National certification or recognition; publications; research; 6 years of full-time college teaching experience; 6 years of full-time professional experience in the field; or as otherwise determined by the division Dean and the division academic senator.

IX. RESPONSIBILITIES OF THE CANDIDATE

- A. In the event that a candidate for employment does not meet the minimum qualifications set forth within the standards established by the SOLANO COMMUNITY COLLEGE'S MINIMUM QUALIFICATIONS LIST, it shall be the responsibility of the candidate to supply to the Human Resources Department all documentation needed to evaluate equivalency by the closing date of the job announcement. The candidate must meet the minimum requirements for an equivalency evaluation described within this policy.
- B. Verification/confirmation of experience which is the basis of determining minimum qualifications:
 - 1. The application documents will include specific details to inform applicants that verification of work experience to determine qualifications

for the position must be verified within thirty working days if offered employment.

2. Telephone references shall be directed to employers to confirm the candidate's work history if the experience is a requirement to meet minimum qualifications. The reference shall include assignment, dates of employment, full-time/part-time status, and duties.
3. After employment, verification of experience from former employers must include assignment, dates of employment, full-time/part-time status, brief description of duties, and signature of employer/official. Self-employment experience can be verified by income tax records and written verification from clients and financial/income tax consultant.

X. RESPONSIBILITIES OF HUMAN RESOURCES

- A. The Human Resources Department will provide the candidate with the equivalency request form which includes equivalency standards. The Human Resources Department will forward applications, requests for equivalency, and supporting documentation to the hiring committee for determination.
- B. The Human Resources Department will maintain the historical records of minimum qualifications to include the expansion of degrees determined through the equivalency process.

SD/zg

BD 4005 Equivalency Procedures

Governing Board reviewed: 4/1/92

Revised 1/93: Approved by Educational Administrators 11/92 and Academic Senate 1/93

Board reviewed: 2/17/93

Revised 3/24/94 by the Equivalency Task Force

Approved by Educational Administrators 4/19/94 and Academic Senate on 5/16/94

Board reviewed: 6/15/94

Revised 6/20/00

Approved by Educational Administrators 5/2/00 and Academic Senate 5/15/00

Board reviewed: 10/4/00

Revised 11/7/01

Approved by Educational Administrators and Academic Senate 10/01

Board reviewed: 11/7/01

Revised 2/20/03

Approved by Educational Administrators 12/3/02 and Academic Senate 12/2/02

Board reviewed: 3/19/03

RDC/zg Proposed update 6/30/08

Reviewed by Shared Governance: 5/27/09

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FOUNDATION EXPERIENCE AGREEMENT
REQUESTED ACTION: INFORMATION

SUMMARY:

Dr. Robin Steinback, Vice President of Academic Affairs, will present to the Board information on the Foundation Experience Agreement between Sutter Regional Medical Foundation, Fairfield, California, and Solano Community College.

The Medical Front Office Clerk Program, a two-semester job-direct program offering basic skills required for employability in a Medical Office, was first offered in the Vallejo Center in spring 2008. Seventeen students completed the program in May 2009. Our relationship with the Workforce Investment Board has sent us a steady stream of students with books and tuition paid. This agreement with Sutter Regional Medical Foundation will provide six weeks, five days a week, on-site training to our completing students. This is the same training given to Sutter new-hires with the possibility of employment at the conclusion of the training. Students shall provide drug and background checks along with current TB tests. Solano College will provide a certificate of insurance for \$1,000,000 for each occurrence and \$3,000,000 aggregate for each professional liability insurance and comprehensive general liability insurance. Sutter Regional Medical Foundation will provide all training. This is hopefully the first of many such externships to be established for our students.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robin L. Steinback, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7226

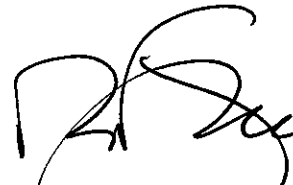
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 5, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

June 5, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

FOUNDATION EXPERIENCE AGREEMENT

This Agreement is between Sutter Regional Medical Foundation, a California not-for-profit corporation (hereafter "*FOUNDATION*") located in Fairfield, California, and Solano Community College (hereafter "*SCHOOL*") located at Fairfield, California, and is effective as of May 8, 2009.

RECITALS

- A. *FOUNDATION* owns and operates a general acute care *FOUNDATION* as well as various outpatient facilities (collectively referred to as "Facilities").
- B. *SCHOOL* owns and operates a California Community College which is accredited by the State of California. *SCHOOL* desires its students to obtain practical experience at *FOUNDATION*'s Facilities through participation in a *FOUNDATION* program for its Medical Front Office Clerk students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facilities for their *FOUNDATION* based experience. *FOUNDATION* based experience refers to both clinical and non-clinical student experiences.
- D. To the extent required by law, *FOUNDATION* retains ultimate responsibility for patient care and services.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's *FOUNDATION* experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FOUNDATION* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned *FOUNDATION* experience. *FOUNDATION* shall regard this information as confidential, and shall use it only as a source of identification for the student.
- B. Schedule of Assignments. *SCHOOL* shall notify the *FOUNDATION* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of *FOUNDATION* experience prior to the planned *FOUNDATION* experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FOUNDATION* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FOUNDATION*.
- F. ~~Supervision. *SCHOOL* shall supervise all instruction and clinical/non-clinical experiences for students given at the *FOUNDATION*.~~
- G. Health Policy. *SCHOOL* shall provide *FOUNDATION*, prior to a student's arrival at the *FOUNDATION*, with proof of immunity consistent with *FOUNDATION* employee health policy and notify the *FOUNDATION* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FOUNDATION* would be placed at risk if treated by a particular student, *FOUNDATION* reserves the right to refuse to allow such student to participate in experiences at *FOUNDATION*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *FOUNDATION*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the *FOUNDATION* experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *FOUNDATION* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *FOUNDATION* facilities provided by their instructors. Instructors, preceptors and precepted students shall receive an orientation from the *FOUNDATION*.
 - 8) Providing services to the *FOUNDATION*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *FOUNDATION*-provided preceptors.
 - 9) Notifying *FOUNDATION* immediately of any violation of federal or State laws at the *FOUNDATION*.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FOUNDATION* harmless from all liability and responsibilities therefor.
 - J. Backgrounds. Upon request, *SCHOOL* shall provide proof of a lawful background check, which shall include at a minimum: a felony criminal search; and a sanction search of the Department of Health and Human Services, Office of Inspector General, for listing as debarred, excluded or otherwise ineligible for federal program participation (<http://oig.hhs.gov/fraud/exclusions.html>).

3. FOUNDATION'S RESPONSIBILITIES

- A. Experience. *FOUNDATION* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate *FOUNDATION* experience.
- B. FOUNDATION Responsibility. *FOUNDATION* shall retain ultimate responsibility for patient care and services. *FOUNDATION* shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.
- C. Accreditation. Upon request, *FOUNDATION* shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the *School's* students.
- D. FOUNDATION Designee. *FOUNDATION* shall designate a member of *FOUNDATION'S* staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- E. Records and Evaluations. *FOUNDATION* shall maintain complete records and reports on each student's performance, and shall provide an evaluation to the *SCHOOL* upon request by the *SCHOOL*.
- F. Access to Facilities. *FOUNDATION* shall permit students enrolled in the Program access to *FOUNDATION* facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of

FOUNDATION. Facilities include space for clinical conferences and access to *Foundation's* Medical Library.

- G. Withdrawal of Students. *FOUNDATION* may request *SCHOOL* to withdraw from the Program any student whom *FOUNDATION* determines is not performing satisfactorily, or who refuses to follow *FOUNDATION's* administrative policies, procedures, rules and/or regulations, or violates federal or State laws. Such request must be in writing and must include a statement as to the reason(s) why *FOUNDATION* desires to have the student withdrawn. *SCHOOL* shall comply with this request promptly and at the most within five (5) days of receipt of same. *FOUNDATION* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- H. Emergency Health Care/First Aid. *FOUNDATION* shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *FOUNDATION* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- I. Training Capacity. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by *FOUNDATION*. Students shall perform services for patients only when under the supervision of a qualified professional.
- J. Supervision. In situations of single preceptorships/internships, *FOUNDATION* shall assume daily supervision of student.

4. NON-DISCRIMINATION

The parties agree that all students participating in clinical and non-clinical *FOUNDATION* experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

5. STATUS OF SCHOOL AND FOUNDATION

It is expressly agreed and understood by *SCHOOL* and *FOUNDATION* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *FOUNDATION* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless *FOUNDATION* and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *FOUNDATION* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the *FOUNDATION*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *FOUNDATION* against liability arising from or incident to the use and operation of the *FOUNDATION* by the *School's* students and naming *FOUNDATION* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. In the event *SCHOOL* does not carry workers' compensation insurance on the students, *SCHOOL* shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than \$10,000.
- D. The *SCHOOL* shall provide *FOUNDATION* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *FOUNDATION* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *FOUNDATION* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to

renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the FOUNDATION or the unit in which student is assigned ceases to operate.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.
- C. Arbitration. The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the American Health Lawyers Association or such other organization as the parties mutually agree. The arbitration shall take place in the county where *FOUNDATION* is located.
- D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the

interpretation or determination of validity of this Agreement or any provision hereof.

- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- G. Entire Agreement. This Agreement, including all Attachments (which are hereby incorporated into this Agreement by this reference), is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- H. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- I. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
 - 1. Notice to the *FOUNDATION*:

 - 2. Notice to the *SCHOOL*

- K. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- L. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

- M. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- N. Compliance with Law and Regulatory Agencies. *FOUNDATION* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FOUNDATION*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from *FOUNDATION*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of *FOUNDATION*, its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.
- O. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- P. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.
- Q. Confidentiality. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of *FOUNDATION*. *SCHOOL* shall warrant to *FOUNDATION* that each student has received appropriate training in the student's duty to maintain the confidentiality of patient and *FOUNDATION* proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), and the California Confidentiality of Medical Information Act. *FOUNDATION* reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of *FOUNDATION*'s workforce, as defined by HIPAA. Since *FOUNDATION* patient information may be disclosed to or shared with *SCHOOL* (or its employees or agents) during the course of the Program, *SCHOOL* shall be deemed the Business Associate (as defined by HIPAA) of *FOUNDATION*, and *SCHOOL* hereby agrees to the terms set forth in Attachment A to this Agreement.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

FOUNDATION

SCHOOL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

FOUNDATION and *SCHOOL* hereby enter into this Business Associate Agreement.

1. **Definitions.** The parties agree that any capitalized terms shall have the same definition as given to them under HIPAA and the regulations promulgated thereunder.
2. **Protected Health Information.** *SCHOOL* agrees that it shall keep confidential all Individually Identifiable Health Information protected under California and federal law, including, but not limited to, Protected Health Information that *SCHOOL* receives from *FOUNDATION*, or creates or receives on behalf of *FOUNDATION* (hereafter "PHI"). Such PHI shall be and remain the property of *FOUNDATION*.
3. **Obligations of *SCHOOL*.** *SCHOOL* shall limit its use and disclosure of PHI only as necessary or appropriate to fulfil its specific obligations to *FOUNDATION*, and agrees to the following, without limiting the foregoing:
 - 3.1. **Use of PHI:** *SCHOOL* agrees that it, and its agents, employees and subcontractors, shall:
 - (a) Not use or disclose PHI in a manner that would violate applicable law regarding the confidentiality of PHI; and
 - (b) To the extent feasible, minimize any viewing of PHI while performing obligations under this Agreement.
 - 3.2. **Safeguards:** *SCHOOL* shall implement and use Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI, including Electronic PHI, that *SCHOOL* creates, receives, maintains or transmits on behalf of *FOUNDATION* as required by HIPAA. The purpose of such safeguards is to prevent the use or disclosure of PHI in violation of this Agreement. Such safeguards shall conform with the standards and implementation specifications required by the HIPAA Security Standards for the Protection of Electronic PHI.
 - 3.3. **Reporting:** *SCHOOL* shall promptly report to the Privacy Officer of *FOUNDATION* any use or disclosure of PHI, including Electronic PHI, by *SCHOOL* or its agents that is not authorized under this Agreement or is in violation of applicable law. *SCHOOL* shall also promptly report in electronic form to the Security Officer of *FOUNDATION* any Security Incident relating to Electronic PHI of which *SCHOOL* becomes aware.
 - 3.4. **Workforce and Agents:** *SCHOOL* represents and warrants that it shall not disclose PHI to any member of its workforce, or to any of its agents or subcontractors, unless such person has a need to know the PHI. *SCHOOL* shall also ensure that the requirements of this Agreement are incorporated into each agreement with any agent or subcontractor to whom *SCHOOL* discloses PHI, and that each such agent and/or subcontractor shall agree in writing to be bound to the same terms and conditions that apply to *SCHOOL*.

with respect to PHI. In addition, *SCHOOL* shall ensure that any agent or subcontractor to whom *SCHOOL* discloses PHI shall implement reasonable and appropriate safeguards to protect the PHI. *SCHOOL* shall not disclose any PHI to any agent or subcontractor that is located outside of the United States without the express written consent of *FOUNDATION*.

- 3.5. Access to PHI: Upon the request by *FOUNDATION*, *SCHOOL* shall promptly provide PHI to *FOUNDATION* to permit any individual whose PHI is maintained by *SCHOOL* to have access to and to copy his/her PHI in accordance with 45 C.F.R. §164.524 and applicable California law. Such PHI shall be produced in the format requested by *FOUNDATION*, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. If an individual contacts *SCHOOL* directly for such access, *SCHOOL* shall direct the individual to contact the *FOUNDATION*. This requirement to provide access to the PHI shall only apply if the PHI in *SCHOOL*'s possession is part of the *FOUNDATION*'s Designated Record Set.
 - 3.6. Amendment of PHI: Upon the request of *FOUNDATION*, *SCHOOL* shall amend PHI and/or make PHI available to *FOUNDATION* for amendment, in such manner as *FOUNDATION* may from time to time request, in accordance with 45 C.F.R. §164.526 and applicable California law. If an individual contacts *SCHOOL* directly to amend PHI, *SCHOOL* shall direct the individual to contact the *FOUNDATION*. This requirement to amend the PHI shall only apply if the PHI in *SCHOOL*'s possession is part of the *FOUNDATION*'s Designated Record Set.
 - 3.7. Accounting of Disclosures of PHI: Upon the request of *FOUNDATION*, *SCHOOL* shall provide to *FOUNDATION* an accounting of all disclosures of PHI in accordance with 45 C.F.R. §164.528. *SCHOOL* shall provide the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. If an individual contacts *SCHOOL* directly for such an accounting, *SCHOOL* shall direct the individual to contact the *FOUNDATION*.
 - 3.8. Disclosure to U.S. Department of Health and Human Services: *SCHOOL* shall make its internal practices, books, and records relating to the use and disclosure of PHI, as defined under this Agreement, available to the Secretary of the United States Department of Health and Human Services ("Secretary"), or the Secretary's designee, for purposes of determining the *FOUNDATION*'s compliance with the applicable laws and regulations.
 - 3.9. Mitigation Procedures: *SCHOOL* agrees to mitigate, to the extent practicable, any harmful effect that is known to *SCHOOL* of a use or disclosure of PHI in violation of this Agreement.
4. Permitted Uses and Disclosures of PHI
 - 4.1. Management and Administration: *SCHOOL* and its respective agents, employees and subcontractors are authorized to use or disclose PHI for *SCHOOL*'s own proper management and administration, and to fulfill any of *SCHOOL*'s legal responsibilities; provided, however, that the disclosures are required by law or *SCHOOL* has received from any third party recipient of PHI written assurances that (i) the PHI will be held

confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify *SCHOOL* of any instances in which the third party becomes aware that the confidentiality of the PHI has been breached.

4.2. Data Aggregation: *SCHOOL* may engage in “data aggregation” services, as that term is defined by HIPAA.

4.3. De-Identified Information: *SCHOOL* may de-identify any PHI that it creates or receives pursuant to this Agreement, provided that any such de-identification is in accordance with the provisions of HIPAA.

5. Obligations of *FOUNDATION*.

5.1. Notice of Privacy Practices: *FOUNDATION* shall include in its Notice of Privacy Practices that *FOUNDATION* may use or disclose PHI for healthcare operations purposes.

5.2. Authorizations: *FOUNDATION* shall obtain from individuals any applicable consents, authorizations and other permissions necessary or required by law for *FOUNDATION* and *SCHOOL* to fulfill their obligations under this Agreement. *FOUNDATION* shall not require *SCHOOL* to use or disclose PHI in any manner that would not be permissible under applicable law.

5.3. Restrictions: *FOUNDATION* shall promptly notify *SCHOOL* in writing of any restrictions in the use or disclosure of PHI about individuals that *FOUNDATION* has agreed to that may affect *SCHOOL*'s ability to perform its obligations under this Agreement.

5.4. Revocations: *FOUNDATION* shall promptly notify *SCHOOL* in writing of any changes in, or revocation of, permission by an individual relating to the use or disclosure of PHI, if such changes or revocation may affect *SCHOOL*'s ability to perform its obligations under this Agreement.

6. Termination.

6.1. Breach: Without limiting the rights of the parties under this Agreement, if *SCHOOL* breaches its obligations under this Agreement, *FOUNDATION* may, at *FOUNDATION*'s option, provide *SCHOOL* an opportunity to cure the breach within thirty (30) days. If such cure is not possible within thirty (30) days, *FOUNDATION* may terminate this Agreement immediately thereafter. If such termination is not feasible, *FOUNDATION* shall report this breach to the Secretary.

6.2. Automatic Termination: This Agreement shall automatically terminate upon the mutual agreement of the parties.

6.3. Procedure upon Termination: Upon termination of this Agreement, *SCHOOL* shall return or destroy, at *FOUNDATION*'s option, all PHI that it maintains in any form, and shall retain no copies of PHI, if feasible. *SCHOOL* shall certify to *FOUNDATION* that

SCHOOL has destroyed and/or returned all PHI, in accordance with *FOUNDATION*'s request. If the parties agree that the return or destruction of PHI is not feasible, *SCHOOL* shall continue to extend the protections of this Agreement to the PHI, and limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible. *SCHOOL* shall notify *FOUNDATION* what PHI *SCHOOL* shall retain. This obligation on *SCHOOL* shall survive any termination of this Agreement.

7. Amendment: The parties agree to take such action as is necessary to amend this Business Associate Agreement for *FOUNDATION* to comply with HIPAA or other applicable law. The parties agree that this Agreement may only be modified by mutual written amendment, signed by both parties, effective on the date set forth in the amendment.

8. Governing Law: Notwithstanding any other provision to the contrary, this Business Associate Agreement shall be governed and construed in accordance with the laws of the State of California.