

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – DONATION

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEMS</u>	<u>DEPARTMENT</u>
Karl Sutphin 231 Hanns Lane Vallejo, CA 94590	Epson Stylus Pro 4000 Printer (In-Kind Gift \$600.00)	School of Liberal Arts (Photography)
Estate of James Claffey	Epson Pro 4800 Printer (In-Kind Gift \$2000.00) Table and Stand (In-Kind Gift \$338.00)	School of Liberal Arts (Photography)

Government Code: Board Policy: Estimated Fiscal Impact: In-Kind Gifts

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

Jowel C. Laguerre, Ph.D.
 Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7112

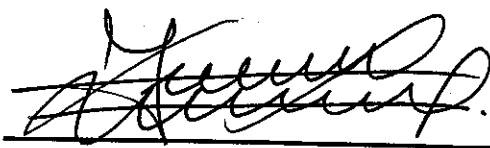
TELEPHONE NUMBER

Administration

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

January 4, 2013

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2012-2013

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Lisa Apolinaro	Full Time Temporary Nursing Instructor	01/10/13 – 05/22/13
Diane White	Interim Vice President Academic Affairs	01/08/13
Genele Rhoads	Interim Dean of Mathematics	01/08/13

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Isabel Anderson	From Temporary FT English Instructor to Regular FT English Instructor	01/10/13

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ellia Delgado	Substitute Custodian	01/17/13 – 06/30/13	\$13.49 hr.
Paul Finley	Substitute Custodian	01/17/13 – 06/30/13	\$12.41 hr.
Wayne C. Hawkes	Facilitator: Chemistry Open Lab	08/13/12 – 05/20/13	\$68.56 hr.
Leigh Anne Jones	Substitute Admin. Assist. III	12/20/12 – 03/29/13	\$17.57 hr.
Erika Smith	Cosmetology Lab Tech.	11/08/12 – 05/25/13	\$19.15 hr.

Charo Albarrán
 Interim Director, Human Resources


JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

January 4, 2013
 Date Submitted

January 4, 2013
 Date Approved

Short-term/Temporary/Substitute continued

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sandra Diehl	Sustainable Ag. Grant Coordinator	01/14/13 – 06/30/16	\$54.03 hr.
Kenneth Williams	Hort. Renovation Facilities Manager	01/14/13 – 06/30/16	\$58.02 hr.
Gary Anderson	Hourly Reserve Campus Police Officer	01/03/13 – 06/30/13	\$19.11 hr.
Duane Walker	Hourly Reserve Campus Police Officer	01/04/13 – 06/30/13	\$19.11 hr.
Michelle Cattaneo	Mail Courier	01/17/13 – 06/30/13	\$12.90 hr.
Eileen Amick	Substitute Ex. Assist. – HR	01/12/13 – 03/11/13	\$19.84 hr.

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Student Health Center	Erin English	Health-related Educational outreach
Student Health Center	Tony Wan	Health-related Educational outreach
Student Health Center	Nancy ChukSORJI	Health-related Educational outreach
Student Health Center	Jordan Stephens	Health-related Educational outreach

**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:

12/12/2012	Vendor Payment	11043362-11043467	\$166,786.49
12/12/2012	Vendor Payment	11043468-11043472	742,699.36
12/18/2012	Vendor Payment	11043473-11043566	218,830.34
12/18/2012	Vendor Payment	11043567-11043567	103,815.82
12/18/2012	Vendor Payment	11043568-11043568	25,995.00
12/18/2012	Vendor Payment	11043569-11043569	420,397.25
			<u>\$1,678,524.26</u>

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments and at the following locations: Office of the Superintendent-President and Office of the Vice President of Finance and Administration.

Government Code: **ECS 70902 & 81656** *Board Policy:* **3240** *Estimated Fiscal Impact:* **\$1,678,524.26**

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
 Finance and Administration


PRESENTER'S NAME
 4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS
 707-864-7209

TELEPHONE NUMBER
 Finance and Administration

ORGANIZATION
 January 4, 2013

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

January 4, 2013

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

PROFESSIONAL SERVICES AGREEMENTS

Academic Senate

Susanna Gunther, Responsible Manager

Michael Pritchard	Provide inspirational/motivational presentation at Flex-Cal.	January 11, 2013	Not to exceed \$1,500
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School of Liberal Arts

Jeff Lamb, Responsible Manager

Talia Turner	Provide monthly and on-call cleaning services for the Harbor Theater	January 20, 2013- June 30, 2013	Not to exceed \$4,000
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Workforce & Economic Development

Deborah Mann, Responsible Manager

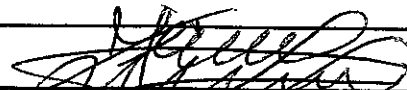
Cynthia Weiss	Develop and deliver curriculum and a Spanish instruction program for Travis personnel engaged in missions in Spanish-speaking countries.	January 17, 2013- September 30, 2013	Not to exceed \$49,560
Alberta Lloyd	Support grants implementation, support outreach to middle and high schools, analyze regional economic and workforce trends, and prepare grant reports.	January 3, 2013- June 30, 2013	Not to exceed \$42,640

Yulian I. Ligioso

Vice President, Finance and Administration

January 4, 2013

Date Submitted



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

January 4, 2013

Date Approved

PROFESSIONAL SERVICES AGREEMENTS (continued)

Small Business Development Center
Charles Eason, Responsible Manager

Tina L. Montez	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$3,000
Martha Christopher	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$2,000
Roger Studebaker	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$1,000
Charles Rieger	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$1,000
Teri Johnson	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$4,000
Tim Camerato	Provide business consulting to the Solano College Small Business Development Center.	January 17, 2013- June 30, 2013	Not to exceed \$1,000

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF AGREEMENT WITH SCHOOL SERVICES
OF CALIFORNIA, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to renew the agreement with School Services of California, Inc., for assistance with issues regarding community college finance, legislation, budgeting, capital outlay, and general fiscal issues in the amount of \$3,420.

The agreement shall be for the period of one year, beginning February 1, 2013, terminating January 31, 2014.

A copy of the agreement is attached for review.

Government Code: GC Section 53060 Board Policy: 3225 Estimated Fiscal Impact: \$3,420

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

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

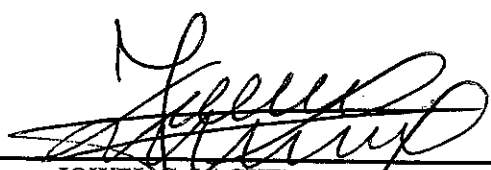
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, PH.D.
Superintendent-President

January 4, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR SPECIAL SERVICES
Community College Update Services

This is an agreement between the **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of February 1, 2013.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay, and general fiscal issues; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

1. Consultant agrees to perform such duties relating to issues of community college finance, including:
 - a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions;
 - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
 - c. Review and analysis of all major legislative bills that have an impact on community colleges, and that, therefore, are within the Client's area of interest.
 - d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.
 - e. Monitor meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and provide the Client with appropriate written materials from these meetings.
2. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
3. The Client agrees to pay Consultant for services rendered under this agreement:

- a. \$3,420 annually, plus expenses; or payable in equal installments of \$285 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.
 - b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, shipping, and duplication (other than for one copy of the *Community College Update*).
4. This agreement shall be for the period of one (1) year, beginning February 1, 2013, and terminating January 31, 2014. This agreement may be terminated by either party prior to January 31, 2014, on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the agreement, the client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the Client provides written notice. The client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

DATE: _____

Solano Community College District

BY: *Sheila Vickers*

DATE: December 10, 2012

SHEILA VICKERS
 Vice President
 School Services of California, Inc.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND TRAVIS AIR FORCE BASE

REQUESTED ACTION: APPROVAL

SUMMARY:

This renewal of Memorandum of Understanding (MOU) is between Solano Community College District, hereafter identified as "SCCD" and Travis Air Force Base, hereafter known as "Travis". The MOU is in place to provide an on-site Spanish Instruction Program we have developed to provide selected squadron members with the language skills they need to be successful in missions in Spanish speaking countries. The training is for 12-16 personnel, in two groups of 6-8, and includes 408 hours of classroom instruction and tutoring per section. Instruction for each group will be 30 hours per week for 12 weeks for a total of 816 hours of instruction. This MOU covers the period of February 4 through September 30, 2013. Class will be held from 8:00 a.m.-3:00 p.m., with 4 hours of tutoring to be added per week, on-site at Travis, specific dates and times to be determined. The MOU is in the amount of \$110,000 for development and delivery of curriculum and instruction. This agreement may be extended or increased with an addendum.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development. Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 110,000 revenue
CEO 2012-13 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce and Economic Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

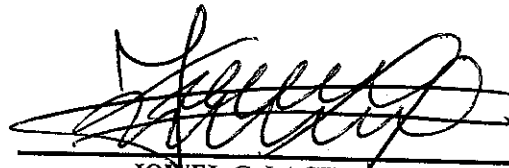
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

Between Solano Community College District and Travis Air Force Base

This MEMORANDUM OF UNDERSTANDING is entered into this 17th day of January 2013, by and between Solano Community College District (SCCD), and Travis Air Force Base, 571st Mobility Support Advisory Squadron (MSAS) hereinafter referred to as "SCCD" and "571 MSAS".

Whereas 571 MSAS has a need for an on-site Spanish Instruction Program;

And whereas SCCD is qualified and prepared to deliver excellent customized instruction to prepare Airmen for missions in Spanish speaking countries;

SCCD and 571 MSAS have agreed to collaborate as detailed below.

SCCD Responsibilities:

- SCCD will identify and provide instructor.
- Instructor will assess class participants prior to class start to gauge current Spanish proficiency.
- SCCD classes will consist of 6-8 571 MSAS students. The SCCD tutoring component will be offered to all assigned 571 MSAS members.
- SCCD instructor will provide 30 hours of Spanish instruction and 4 hours of Spanish Tutoring per week.
- SCCD courses will consist of the following:
 - BASIC Course: 12-weeks of Basic Spanish Language Instruction with the goal of a Defense Language Proficiency Test (DPLT) score of 1/1 at the conclusion..
 - TUTORING: 4 hours per week; the SCCD Instructor will be on-site in the unit for customized tutoring based on 571 MSAS members' needs. In addition, the SCCD instructor will assist with each student's pre-assigned self-study assignments.
- The schedule for SCCD course instruction (Basic and Intermediate) will be Monday through Friday at 8:00 am to 3:00 pm. On-site tutoring will take place on Tuesdays and Thursdays from 3:00 pm to 5:00 pm.
- The contract for instruction will be completed within the period of January 17 to September 30, 2013.
- SCCD instructor will develop and teach curriculum appropriate for the needs of 571 MSAS personnel. Information gleaned from the Defense Language Institute (DLI) will be used to assure the best use of all Air Force resources. Instruction will be designed and vetted in coordination with Major Lorena Tejada, 571 MSAS, Command Language Program Manager.
- Instruction OUTCOMES:
 - BASIC Course: The desired performance outcome is for students to acquire a minimum of a DLPT test score of 1/1.
 - TUTORING: The desired performance outcome is for students to develop language skills within their own proficiency levels.

- Instructor will utilize resources as directed and provided, including I-Pads. Specifically, the SCCD instructor will utilize the Vistas textbook and Vistas Higher Learning (VHL) Central internet site. The SCCD instructor will also make effective use of any unit-procured software.
- Upon completion of training, each participant will receive a Solano Community College Certificate of Success.
- 571 MSAS Commander will approve the SCCD Instructor and curriculum.
- 571 MSAS Commander will have flexibility to decide and execute courses per the mission needs.
- 571 MSAS Commander will determine dates and times of instruction. Should changes to agreed schedule occur, 571 MSAS will provide SCCD at least 30 days' notice.

571 MSAS Responsibilities:

- 571 MSAS will identify 6-8 program participants per course.
- 571 MSAS will coordinate and provide classroom space.
- 571 MSAS will provide the instructor with access to resources as directed and provided an I-Pad for the duration of the contract.
- 571 MSAS will coordinate and provide a Travis Air Force Base pass for SCCD instructor.
- 571 MSAS will pay SCCD \$110,000 for 816 hours of development and delivery of curriculum and instruction.
- 571 MSAS will pay for instruction with a Government credit card.
- 571 MSAS will pay for student and instructor Vista text books and VHL Central internet site access separately. SCCD will bill 571 MSAS separately for this cost.
- 571 MSAS will identify any and all leave dates and holidays prior to confirmation of this contract.

Term:

The term of this agreement shall be from January 17 – September 30, 2013. This agreement may be extended or increased with an addendum.

The signatures below indicate agreement to the foregoing terms dated this 17th day of January, 2013.

Travis Air Force Base:

Solano Community College:

Lt Col Gabriel Griess
United States Air Force
Travis Air Force Base

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College

Major Lorena Tejada
United States Air Force
Travis Air Force Base

Deborah Mann
Director of Workforce and Economic
Development
Solano Community College

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF SMALL BUSINESS ADMINISTRATION
FUNDING FOR SMALL BUSIENSS DEVELOPMENT
CENTER (SBDC)

REQUESTED ACTION: APPROVAL

SUMMARY:

Humboldt State University (HSU) Sponsored Programs Foundation, the Lead Center for the Northern California Small Business Development Center (SBDC) Program, has issued a letter of intent to renew a sub-recipient agreement with the Solano College SBDC to provide entrepreneurial training and counseling to small business owners in Solano County pending their receipt of an Award Notice from the Small Business Administration (SBA). This agenda item is for Solano Community College to accept the letter of intent and continue to incur costs for normal business activities pending receipt of a sub-recipient agreement from HSU Sponsored Programs Foundation. The amount of the proposed sub-recipient agreement is \$100,000 and the term of the agreement will cover the period from January 1, 2013 through December 31, 2013. Note: The letter of intent from HSU Sponsored Programs Foundation also states that 10% of the Award amount will be withheld pending resolution of the federal sequestration decision.

A copy of the letter of intent is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

*Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$100,000 Revenue
CEO 2012-13 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

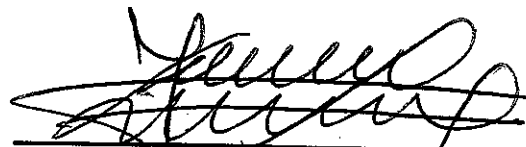
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



HUMBOLDT STATE UNIVERSITY

Sponsored Programs Foundation

November 2, 2012

Dr. Jowel Laguerre, President
Solano Community College
4000 Suisun Valley Road
Fairfield, Ca 94534

**Re: SBDC Contract with Humboldt State University Sponsored Programs Foundation;
Calendar Year 2013**

Dear Dr. Laguerre:

As you are aware, Humboldt State University Sponsored Programs Foundation ("Foundation") submitted a Letter of Intent for renewal of the cooperative agreement for the Small Business Development Center program in CY2013. As you are further aware, your organization intends to participate as a sub-recipient on the Foundation's anticipated award. By way of this letter, please be advised that when the Foundation receives an Award Notice from the Small Business Administration ("SBA"), the Foundation intends to enter into a contract with Solano Community College for the delivery of outcomes pursuant to the Award.

Funding to Solano Community College is subject to the availability of funds and the requirements enumerated in the Small Business Act. In the event that the SBA is operating under a Continuing Resolution ("CR") at the time of the Award, funding will only be available to the extent that it is provided to the SBA and subsequently the Foundation for the this purpose, by the Office of Management and Budget. The amount that is available under this Award under a CR will be limited to an amount less than the total anticipated amount of award prorated based on the number of days in the CR period.


Funding to Solano Community College is also subject to federal sequestration reduction imposed by Office of Management and Budget and applied by the Small Business Administration to the national Small Business Development Center program. If sequestration occurs and a definite reduction amount is known prior to the Foundation's cooperative agreement being issued, a specific dollar amount reduction will be applied to the Solano Community College Award

amount. If the possibility of sequestration is still pending at the issuance of an Award, the Foundation will withhold 10% of the Award amount pending resolution of the federal sequestration decision.

You may continue to incur costs for normal business activities at a level of \$90,000 (\$100,000, minus 10%), pending final approval of budgets by the Foundation. Final award amounts may be different to those stated and will be reflected in final contracts. It should be noted that the new budget cycle will be for the January 1, 2013 through December 31, 2013 budget period. The Administrative Code number applicable to this Award will be 3-603001-Z-0065.

If you have any questions regarding contractual matters, please do not hesitate to contact Stephanie Tyrer in this office at (707) 826-5163 or via email at Stephanie.Tyrer@humboldt.edu.

Yours sincerely,



Steve Karp

Director,

Humboldt State University Sponsored Programs Foundation

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF COUNTY CONTRACT WITH SMALL
BUSINESS DEVELOPMENT CENTER (SBDC)
REQUESTED ACTION: APPROVAL

SUMMARY:

The County of Solano has proposed renewing a contract with the Solano College Small Business Development Center (SBDC) to deliver entrepreneurial training and counseling to small businesses in Solano County. This funding will also be used to match federal funds the SBDC receives from the Small Business Administration (SBA). The amount of the proposed contract is \$5,000 and the term of the agreement will cover the period from January 17, 2013 through June 30, 2013.

A copy of the contract is available for review in the Office of the Superintendent/President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

*Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$5,000 Revenue
CEO 2012-13 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

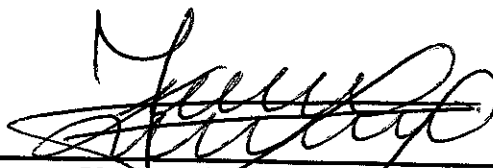
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Academic and Student Affairs

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



**County of Solano
Standard Contract**

<i>For County Use Only</i> CONTRACT NUMBER: <small>(Dept., Division, FY, #)</small> BUDGET ACCOUNT: SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Solano Community College District

CONTRACTOR'S NAME

2. The Term of this Contract is:

January 17, 2013 through June 30, 2013

3. The maximum amount of this Contract is:

\$5,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on _____, 2012.

CONTRACTOR	COUNTY OF SOLANO
Solano Community College District	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Birgitta E. Corsello, County Administrator
SIGNATURE	TITLE
Dr. Jowel C. Laguerre, Superintendent/President	675 Texas St., Suite 6500
PRINTED NAME AND TITLE	ADDRESS
4000 Suisun Valley Road	Fairfield CA 94533-6342
ADDRESS	CITY STATE ZIP CODE
Fairfield CA 94535-3197	Approved as to Content:
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

The purpose of this contract shall be to directly assist in the development of and outreach to Solano County small businesses in efforts to increase their economic viability in Solano County. In addition, it is expected of the Contractor to work with County staff to assist small businesses in learning how to successfully conduct business transactions with the County.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

During Fiscal Year 2012/13, the Solano College Small Business Development Center shall:

1. Deliver four (4) seminars targeting existing and prospective business owners in Solano County. The following is list of proposed seminars:
 - a. How to Start a Business
 - b. Business Planning 101
 - c. Marketing 101
 - d. Financing 101
2. Small Business Development Center counselors will deliver at least forty (40) hours of Technical Assistance (one-on-one counseling) to Solano County small businesses to assist them with securing government contracts, business planning, accounting, marketing, and financing.
3. Work with County purchasing staff to conduct a "Contracting with Solano County" workshop to educate Solano County businesses on the procurement process for doing business with the County. Tentatively the event is scheduled for May 2013.
4. Provide a summary report to the County for each seminar/workshop conducted that includes content, attendees and evaluation information.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Total compensation shall be five thousand dollars (\$5,000) payable upon submission of an invoice and summary report for each seminar/workshops conducted by Contractor, and upon approval of the County's representative.

Compensation for each seminar/workshops shall be paid at the following rates:

Small Business Development Center Seminars	\$250 per Seminar
Technical Assistance	\$75/hour of Counseling
Doing Business with Solano County Workshop	\$1,000

2. The Contractor shall not be entitled to nor receive from County any additional consideration, compensation or other remuneration for services rendered under this Agreement.
3. Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor in arrears for fees and expenses incurred conduction each seminar, up to the maximum amount provided for in paragraph 1. Each invoice must specify services rendered, date of service, accrued charges and include a summary report of attendees and their evaluations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$5,000,000 | per occurrence for bodily injury, personal
injury and property damage. If Commercial
General Liability insurance or other form with
a general aggregate limit is used, either the
general aggregate limit shall apply separately
to this project/location or the general aggregate
limit shall be twice the required occurrence
limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails

to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of

employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of

this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano

County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SOLANO COMMUNITY COLLEGE (SCC) AND VACAVILLE HOMESTAY PROGRAM (VHP)

REQUESTED ACTION: APPROVAL

SUMMARY:

In order to attract more international students to the College and meet the needs of the potential students, the Administration is proposing to amend the established formal agreement with VHP. We want to ensure the students have many options to research and choose from with regard to housing; therefore, the agreement has been amended, removing any exclusivity clause from either party. SCC and VHP endeavor to support the student's transition and want to allow them options in their housing search.

Government Code: 2012-2013 CEO Goals: #5 *Board Policy:* *Estimated Fiscal Impact:* None

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

January 4, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT OF MOU

Memorandum of Understanding

This is a Subcontracting Agreement

between

Solano Community College (SCC)

and

Vacaville Homestay Program (VHP)

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to recruitment, outreach and providing housing options for incoming international students.

The Solano International Education Program (SIEP) is intended to provide students from all over the world with the opportunity to learn about, apply, and be admitted to Solano Community College to study higher education in the United States. To support this goal, SCC and VHP will conduct SIEP outreach to prospective students as described in their respective Scopes of Work.

The Vacaville Homestay Program, California provides a safe, comfortable, reliable housing option to incoming international students. It is VHP's goal to offer students exceptional, pre-screened housing accommodations, including the best homestay rates in Northern California. Living in a full-time English-speaking household is immensely beneficial for an international student, and increases their English proficiency within a very short period of time. The homestay environment will enhance the students' experience and support his or her College success.

Both SCC and VHP should ensure that program activities are conducted in compliance with all applicable Governing Board and VHP rules, and regulations.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences January 17, 2013 and terminates June 30, 2017.

AMENDMENT OF MOU

III. Solano Community College Responsibilities

SCC shall undertake the following activities during the duration of the MOU term:

1. Ensure outreach efforts will include VHP information in all SIEP marketing materials with respect to housing information provided.
2. SCC is allowed to work with other Homestay, Apartment Housing, etc. organizations during the partnership agreement timeframe.
3. SCC will provide VHP with a significant discount of fifty (50) to seventy-five (75) percent off of College facility rental rates when VHP is hosting potential international students at the College; in exchange for VHP placing SCC international students with homestay families at no cost to the District.
4. SCC and VHP will meet once per semester: during the fall semester in November and during the spring semester in May to discuss the partnership and student experiences with VHP host families.
5. SCC will market VHP on their website (www.solano.edu) and agrees to distribute any VHP marketing materials when travelling internationally to recruit international students.

IV. Vacaville Homestay Program Responsibilities

VHP shall undertake the following activities during the duration of the MOU term:

1. VHP is allowed to promote/market competing community college's to prospective international students.
2. VHP will market SCC on their website (www.vacavillehomestay.com) and agrees to distribute any SCC marketing materials when travelling internationally to its partner organizations, where prospective students may be.
3. VHP will not charge SCC a placement fee to pair SCC's international students with homestay families within VHP's network; in exchange for VHP receiving fifty (50) to seventy-five (75) percent discount on College facility rental rates when VHP is hosting potential international students.
4. VHP agrees to communicate within 24-hours with SCC and prospective students when a homestay inquiry is made via email or by phone.
5. VHP will give SCC unlimited access to interact with and recruit potential international students to SCC (and Sonoma State University through SCC &

AMENDMENT OF MOU

SSU's partnership) when VHP is hosting international groups throughout the year.

1. Special Terms and Conditions

SCC and VHP shall follow all relevant and applicable MOU terms. These may include, but are not limited to:

- Travel and Per Diem Reimbursement- unless otherwise specified, SCC and VHP will be responsible for their own travel and per diem expenses related to international student recruitment.
- Marketing Materials Mailing Cost- as it relates to international mailing of brochures and other materials, each party will pay for the cost of mailing their own marketing materials to recruitment events and the like.

V. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

VI. Effective Date and Signature

This MOU shall be effective upon the signature of Solano Community College and Vacaville Homestay Program authorized officials. It shall be in force from January 17, 2013 to June 30, 2017. SCC and VHP indicate agreement with this MOU by their signatures.

Signatures

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

Lauren Eubanks

Date

Date

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

TO: Members of the Governing Board

**SUBJECT: AUTHORIZATION OF PAYMENT FOR BOARD
MEMBERS' ABSENCE, RESOLUTION NO. 12/13-12**

REQUESTED ACTION: APPROVAL

SUMMARY:

According to Board Policy No. 1014, Compensation, Payment of Expenses and Benefits, and Education Code 72024(d), "A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board." Past Board authorization has limited compensation to two absences per calendar year. The proposed resolution will apply only for absences occurring during the 2013 calendar year.

Government Code: Education Code 72024(d) Board Policy: 1014 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

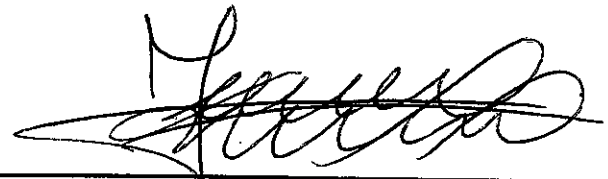
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

January 4, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

AUTHORIZATION OF PAYMENT FOR BOARD MEMBERS' ABSENCE

RESOLUTION NO. 12/13-12

WHEREAS, _____ Governing Board member, found it necessary to be
(Trustee Name)

absent from the _____ Governing Board meeting due to his/her
(Board Meeting Date)

attendance at _____ for Solano Community College;
(College Function/Conference)

WHEREAS, Education Code 72024(d) states that "A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board"; and,

WHEREAS, Past Board authorization limits the compensation to two (2) absences per calendar year. Health and Welfare benefits will continue;

NOW THEREFORE, BE IT RESOLVED, That the Solano Community College District Governing Board affirms that _____ absence on _____
(Trustee Name) (Date of Absence)
was of a nature to warrant full payment to him/her for that meeting not to exceed two (2) absences per calendar year.

PASSED AND ADOPTED, This 16th day of January 2013, by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF SOLANO COUNTY FOR FUNDING FROM THE URBAN FORESTRY GRANT PROGRAM ENTITLED "CAL FIRE GRANT" AS PROVIDED THROUGH PROPOSITIONS 40 AND/OR 84, RESOLUTION NO. 12/13-13

REQUESTED ACTION: APPROVAL

SUMMARY:

The Governor of the State of California in cooperation with the California State Legislature has enacted Propositions 40 and 84, which provide funds to the State of California and its political subdivisions for urban forestry programs. The State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program. Procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State.

Approval of Resolution No. 12/13-13 is requested at this time.

Government Code: Board Policy: Estimated Fiscal Impact: None
2012-2013 CEO Goals: #5

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

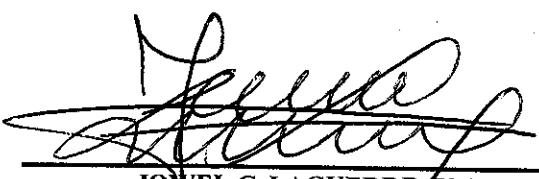
Administration

ORGANIZATION

January 4, 2013

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF
SOLANO COUNTY FOR FUNDING FROM THE URBAN FORESTRY GRANT
PROGRAM ENTITLED "CAL FIRE GRANT" AS PROVIDED THROUGH
PROPOSITIONS 40 AND/OR 84**

RESOLUTION NO. 12/13-13

WHEREAS, The Governor of the State of California in cooperation with the California State Legislature has enacted Propositions 40 and 84, which provide funds to the State of California and its political subdivisions for urban forestry programs;

WHEREAS, The State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program;

WHEREAS, Said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, The applicant will enter into an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED, That the Solano Community College District:

1. Approved the filing of an application for "Propositions 40 and 84" grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that funds under the jurisdiction of Solano Community College District are available to begin the project; and
4. Certifies that said applicant will expend grant funds prior to March 30, 2015; and
5. Appoints the Superintendent-President or his/her designee as agent of the Solano Community College District Governing Board to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the aforementioned project.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

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RESOLUTION OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF
SOLANO COUNTY FOR FUNDING FROM THE URBAN FORESTRY GRANT
PROGRAM ENTITLED "CAL FIRE GRANT" AS PROVIDED THROUGH
PROPOSITIONS 40 AND/OR 84

RESOLUTION NO. 12/13-13

(Continuing: Page 2)

APPROVED, PASSED AND ADOPTED, By the Board of Trustees of the Solano
Community College District this 16th day of January 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

SARAH E. CHAPMAN, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH THE
SOLANO COUNTY OFFICE OF EDUCATION FOR
DUPLICATING AND COURIER SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into agreement with the Solano County Office of Education (SCOE) to establish a program of collaboration in areas of interest and benefit both SCOE and the District in the areas of duplicating and courier services, effective January 1, 2013.

The agreement is attached for review, and staff will be present to answer questions

*Government Code: GC 6502 Board Policy: 3225 Estimated Fiscal Impact: \$40,588, 2012-2013
\$81,176, 2013-2014*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

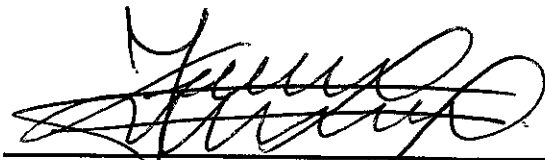
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

January 4, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SERVICES AGREEMENT
BETWEEN
SOLANO COUNTY OFFICE OF EDUCATION
AND
SOLANO COMMUNITY COLLEGE

This Services Agreement ("Agreement") is entered into on January 1, 2013 "Effective Date" by and between the Solano County Office of Education ("County Office") and Solano Community College ("College") to establish a program of collaboration in areas of interest and benefit of both the County Office and College in the area of duplicating and courier services. The County Office and College are referred to herein collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, California Government Code section 6502 provide that two or more public agencies may, by agreement, jointly exercise any power common to the contracting Parties.

WHEREAS, in an effort to consolidate, standardize and economize duplicating and courier services the County Office has been asked to facilitate the efficient and effective delivery of duplicating and courier services between the County Office and the College.

WHEREAS, the College is interested in collaborating with the County Office pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I
SCOPE

1.1 Objectives of the services agreement:

- (a) The objectives of the services agreement include the following:
 - (1) Collaborate to provide services for the operation of duplicating and courier services required by the County Office and College.
 - (2) Consolidate duplicating services operations in order to increase efficiency and decrease costs for each party.
 - (3) Apply industry standards to help automate all printing that takes place on each party's sites including work to standardize the site copiers to save costs and increase service support.

- (4) COUNTY OFFICE to provide daily courier services to the Vacaville, Fairfield and Vallejo College campuses as well as to the County Office.
- (b) Shared Expenses. The College, as part of the services agreement, agrees to share in the expenses necessary for COUNTY OFFICE to provide the oversight, direction and coordination of the duplicating services and courier services that the College chooses for COUNTY OFFICE to implement pursuant to Exhibit "A." The detailed cost sharing provisions shall be agreed to between the County Office and College in Exhibit "A" Services Specifications.

1.2 County Office Commitments:

- (a) The County Office shall act as the lead agency for providing duplicating and courier services.
- (b) The County Office is responsible for the oversight of operation of the duplicating services for the College and County Offices, including planning, organizing, coordinating and overseeing the duplicating activities for the main campus and off-site locations. The County Office will direct the work load of College employees and/or student interns assigned to the College duplicating services department but will not supervise and evaluate these individuals.
- (c) The County Office will establish work priorities, schedules and standards of quality for printed, duplicated and graphic arts materials, train and direct the work load of assigned personnel.
- (d) The County Office will monitor, evaluate and recommend the purchase or replacement of equipment and will coordinate the maintenance of equipment within the guidelines mutually established by COUNTY OFFICE and the College.
- (e) The County Office will facilitate discussion regarding best practices for duplicating and courier services.

1.3 College Commitments:

- (a) The College agrees to actively participate in and contribute to meetings to further the purposes and objectives of this service agreement.
- (b) The College agrees to identify a single-responsible person to work with the County Office to enforce policies and procedures necessary to ensure timely and efficient duplicating and courier services.
- (c) College management will supervise and evaluate any College classified employees assigned to the College duplicating services department.

- (d) The College agrees to collaborate in the implementation and training associated with duplicating and courier services provided by the County Office pursuant to Exhibit "A".
- (e) Financial Contributions. The College agrees to make financial contributions to County Office as detailed in Exhibit A.

ARTICLE II TERM AND TERMINATION

2.1 Term:

This Agreement shall begin on the Effective Date and shall remain in effect, unless otherwise terminated as provided for herein.

2.2 Termination:

- (a) For Convenience. The County Office, in reliance on the College's participation in this agreement, is entering into financial commitments with COUNTY OFFICE personnel in reliance on the College's participation. As such, the College may not terminate this Agreement during the period specified in Exhibit "A" ("Initial Term"). After the Initial Term, the College may terminate this Agreement by providing at least a ninety (90) calendar days notice of such termination prior to the beginning of the next fiscal year, unless a different termination provision is agreed to in Exhibit "A."
- (b) For Default. Either Party may terminate this Agreement upon giving of written notice of intention to terminate for material violation of this Agreement by the other Party. Written notice shall contain the reasons for such intention to terminate and, unless within ninety (90) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the sixty (60) calendar days, cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Parties. Written notice shall be deemed given when received by the other Party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE III FINANCIAL COMMITMENTS

3.1 College Financial Commitments:

The College shall make the financial contributions as specified in Exhibit "A." All payments required in Exhibit "A" shall be paid to the County Office within thirty (30) calendar days from the College's receipt of such invoices from the County Office.

**ARTICLE IV
INDEMNIFICATION**

4.1 Indemnity:

No Party, nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under or in connection with any obligation delegated to the Parties under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

**ARTICLE V
DISPUTE RESOLUTION**

5.1 Mediation:

Disputes between the Parties hereto concerning the meaning, requirements or performance of this Agreement shall be negotiated in good faith between the Parties. In the event of disputes that cannot be resolved through negotiation, the Parties agree to engage in mediation. The Parties requesting mediation shall request a list of three mediators from the Judicial Arbitrator Group ("JAG") in Sacramento, California. Each Party, beginning with the Party requesting mediation, will strike one name from the list until one name remains, which shall be the mediator. The mediator shall conduct such proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation.

**ARTICLE VI
NOTICES**

6.1 Notices:

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in a registered or certified form with postage fully prepaid or by express mail with delivery confirmation to the addresses provided below. The Parties may designate different addresses to which subsequent notices, certificates or other communications will be sent by written notice to the other Party.

COUNTY OFFICE

COLLEGE

Associate Superintendent, Admin. Serv. & Op.

5100 Business Center Drive

Fairfield, CA 94534-1658

Telephone: (707) 399-4405

Telephone: _____

**ARTICLE VII
GENERAL TERMS AND CONDITIONS**

7.1 Assignment:

No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

7.3 Time of the Essence:

Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7.4 Severability:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.5 Entire Agreement, Waivers and Amendments:

This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

7.6 Exhibits:

All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

7.7 Interpretation: Governing Law:

This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Solano County, California, and the Parties waive any provision of law providing for a change of venue to another location.

7.8 Authority:

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

7.9 Execution in Counterpart:

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

7.10 Effect of Recitals:

The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

7.11 Conflicts of Interest:

No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

7.12 Rights and Remedies are Cumulative:

Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

7.13 Provisions Required by Law Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

7.14 Cooperation:

The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

7.15 Ambiguities Not to be Construed Against Drafting Party:

The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

7.16 Order of Precedence:

In the event of any inconsistency between the articles, attachments, exhibits, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

- (a) This Agreement;
- (b) Exhibits to this Agreement; and
- (c) All other attachments incorporated in this AGREEMENT by reference.

7.17 Nonliability of Officials:

No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth above

SOLANO COUNTY OFFICE OF EDUCATION

Signed: _____

Its: _____

SOLANO COMMUNITY COLLEGE

Signed: _____

Its: _____

Exhibit "A"
Services Specifications

[Date]

This Exhibit "A" incorporates by reference the terms and conditions of the Services Agreement, as if fully set out herein, for the following:

1. Duplicating and Courier Services
2. Scope of Services:
 - (A) County Office to provide duplicating and courier services to the College
3. Term: The Parties agree that the term of the Agreement as applicable to the services specified in this Exhibit "A" shall be eighteen months.
4. Contributions of each Party:
 - (A) The County Office shall provide the following contribution:
 - (1) Management services to plan, organize, coordinate and participate in day-to-day duplicating activities to assure that campus departments and off-site locations are provided materials in a timely manner. Sixty (60%) percent of a COUNTY OFFICE manager will provide these services.
 - (2) Review incoming work requests and assign to personnel as appropriate; establish schedules, priorities, and time lines; revise schedules to accommodate rush projects, equipment malfunctions and unexpected absences of personnel; train and direct the work of the assigned College personnel.
 - a) Assign work to County Office duplicating services as needed to meet deadlines
 - b) The County Office and College will mutually agree to the rates that will be charged for County Office duplicating services. Rates will be set prior to start of this agreement. Any modifications will be mutually agreed upon thirty (30) days prior to the start of a new fiscal year.
 - (3) Assist in development and monitoring of the duplicating department's budget; approve expenditures in accordance with budget limitations and established fiscal policies; prepare and maintain the departmental records, reports and statistics related to personnel, budget, production, supply inventories and equipment maintenance.

- (4) Provide for preventive maintenance on departmental equipment; adjust and make minor repairs as needed; research, assess and recommend the purchase or replacement of equipment.
 - (5) Daily courier services to the Vacaville, Fairfield, and Vallejo College campuses on days of operation.
- (B) The College shall provide the following financial contribution:
- (1) Reimbursement for sixty (60%) percent of COUNTY OFFICE classified manager
 - (2) Reimbursement for daily courier services to Vacaville, Fairfield, and Vallejo College campuses on days of operation (an increase of 2 additional days).
 - (3) Reimbursement for indirect cost incurred based on COUNTY OFFICE state approved indirect cost rate applied to cost of items (1) and (2) above.
 - (4) The total estimated cost of financial contribution for the remainder of 2012-13 is \$40,588 and the estimated annual cost for 2013-14 is \$81,176.
 - (5) The above financial contribution does not include reimbursement for any printing services provided by the COUNTY OFFICE duplicating services.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Exhibit "A" as of the date first set forth above.

SOLANO COUNTY OFFICE OF EDUCATION

By: _____ Title: _____

SOLANO COMMUNITY COLLEGE

By: _____ Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING FEBRUARY 2013 AS
CAREER AND TECHNICAL EDUCATION MONTH AT
SOLANO COMMUNITY COLLEGE, RESOLUTION NO.
12/13-14

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming February 2013, with the 2013 theme *Career and Technical Education: Pathways to College and Career Success*, as Career Technical Education Month at Solano Community College is presented for approval.

Government Code N/A *Board Policy N/A* *Estimated Fiscal Impact: \$ N/A*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec, Dean
Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7155

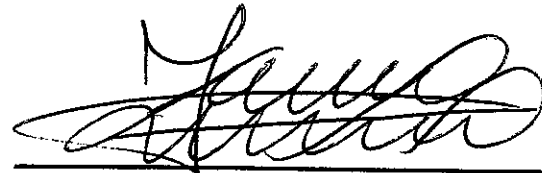
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2013 AS CAREER TECHNICAL
EDUCATION MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 12/13-14

WHEREAS, February 2013 has been designated Career and Technical Education (CTE) Month in recognition of the programs and instructors that prepare our nation's secondary and postsecondary students for a wide range of careers, particularly in those fields predicted by the U.S. Bureau of Labor Statistics to be among the fastest growing occupations within the next decade such as healthcare and emerging occupations such as renewable energy and energy efficiency;

WHEREAS, Investing in CTE yields big returns to the community by producing a well-educated and skilled workforce that can effectively compete in the global economy, equipped for the profound economic and technological developments of our world that are rapidly exhibited in the structure and nature of work, thereby placing new and additional responsibilities on our educational system and requiring workers to be trained in skilled professions with CTE; and

WHEREAS, CTE plays a crucial role in a strong, well-educated workforce, fosters productivity in business and industry, contributes to America's leadership in the international marketplace, and offers individuals lifelong opportunities to learn new skills, providing them with career choices and potential job satisfaction;

RESOLVED, That the Solano Community College District Governing Board proclaims February 2013 as Career and Technical Education Month and supports the ever-increasing cooperative efforts of career and technical educations, business and industry to stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2013 AS CAREER TECHNICAL
EDUCATION MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 12/13-14

(CONTINUED – Page 2)

PASSED AND ADOPTED, This 16th day of January 2013, by the Governing Board of
Solano Community College District.

SARAH E. CHAPMAN, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING FEBRUARY 2013 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 12/13-15

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming February 2013 as Black History Month at Solano Community College is presented for approval.

Government Code *N/A* Board Policy *N/A* Estimated Fiscal Impact: \$ *N/A*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mostafa Ghous
Director, Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7168

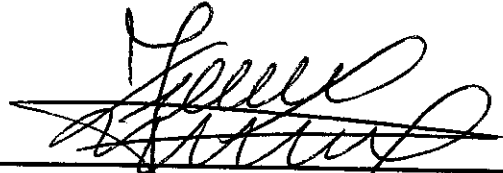
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2013 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 12/13-15

WHEREAS, The Solano Community College District Governing Board honors the heritage of African Americans and acknowledges their many contributions to our Nation;

WHEREAS, Dr. Carter Woodson established Black History Month Week in February 1925, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass;

WHEREAS, In the year 1976, the observance was expanded to Black History Month;

WHEREAS, This month holds great significance from the many milestones it contains: on February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 12, 1909, the NAACP was founded; and on February 1, 1960, a civil rights movement milestone occurred when a group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, NC; and

WHEREAS, All of these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall, and Dr. Martin Luther King, Jr., blazed a trail for freedom, equality, and opportunity and symbolize why Black History Month is celebrated;

RESOLVED, That the Solano Community College District Governing Board proclaims February 2013 as Black History Month.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2013 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 12/13-15

(CONTINUED – Page 2)

PASSED AND ADOPTED This 16th day of January 2013, by the Governing Board of
Solano Community College District.

SARAH E. CHAPMAN, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
DIGNITY HEALTH, WOODLAND MEMORIAL
HOSPITAL

REQUESTED ACTION: APPROVAL

SUMMARY:

A clinical experience agreement between Solano Community College District and Woodland Memorial Hospital is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an additional clinical site in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised as indicated.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ None

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire A Morinec, Dean
School of Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

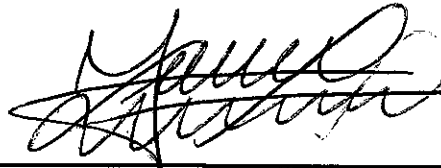
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**STUDENT TRAINING AGREEMENT
(Nursing)**

THIS STUDENT TRAINING AGREEMENT ("*Agreement*"), effective the later of March 29, 2012, or the last date signed below ("*Effective Date*"), is executed by and between DIGNITY HEALTH, a California nonprofit public benefit corporation doing business as Woodland Memorial Hospital and SOLANO COMMUNITY COLLEGE (hereinafter "*School*").

This Agreement is made with reference to the following facts:

A. School provides and conducts various educational programs for students including an approved nursing program ("*Program*"), which may require actual clinical experience in an acute care setting in order to acquire technical skill (hereinafter referred to as the "*Internship Experience*").

B. Dignity Health is the owner and operator of acute care hospitals and ancillary facilities including Woodland Memorial Hospital ("*Hospital*").

C. School desires to assure clinical experience for a student (or students) of School's Program (referred to individually as "*Student*" or collectively as "*Students*"), and to provide faculty members, including a Faculty Coordinator as defined herein below, to plan and supervise Students' clinical experience ("*Faculty*").

D. Hospital is willing to receive and accept Student of School at its acute care facility in order that Student may receive the clinical experience required by the School, all upon the terms and conditions and subject to the limitations set forth in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Program Under Jurisdiction of School. It is understood that the educational Program conducted pursuant to this Agreement is an education program of School and not Hospital and that Students participating in the Program at all times shall be under the exclusive jurisdiction of the School. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including plans therefore, shall be subject to the approval of Hospital, and School hereby assumes responsibility for assuring that Students observe the rules and regulations of Hospital and that nothing is done which might prove detrimental to Hospital or its patients. School's responsibilities are more specifically detailed as follows:

(a) Designate a faculty member ("*Faculty Coordinator*") and an alternate who shall be responsible for planning, development, coordination, implementation and supervision of the clinical portion of the Student's experience at Hospital, all in consultation with the Designated Representative (defined below) of Hospital;

(b) Plan the educational Program in the Hospital including programming and administration;

(c) Maintain records and reports of the Student's Internship Experience for a period of not less than four (4) years;

(d) Notify the Hospital in advance of the planned Internship Experience, to include area, date of arrival and name of the Student. This schedule shall be subject to the Hospital's approval, which approval shall not be unreasonably withheld;

(e) Use all reasonable efforts to assure Student's compliance with Hospital's policies and procedures, rules and regulations, including preservation of confidentiality with respect to all patient related information acquired in the course of the Internship Experience;

(f) Provide to Hospital a copy of the performance objectives for the Internship Experience and the assurance that the Student assigned is academically prepared to meet such objectives;

(g) Consult with Hospital's Designated Representative with respect to a Student evaluation process pertaining to the Internship Experience;

(h) Assure that Student assigned to Hospital, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Hospital upon request;

(i) Inform Student, prior to the Student's participation in the clinical portion of the Program at Hospital, of the Student's responsibilities as set forth in Section 3 of this Agreement;

(j) Assure that Students and Faculty maintain medical insurance and comply with such other health requirements and responsibilities set forth in Section 4 of this Agreement, and submit documentation to Hospital of that compliance;

(k) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Section 7 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least eight (8) years following termination of this Agreement;

(l) Assure that Student has signed the Student Confidentiality Statement attached hereto as Exhibit A and the Student Declaration of Responsibilities attached hereto as Exhibit B prior to the commencement of Student's Internship Experience at the Hospital;

(m) For those Students eighteen (18) years of age or older, and for Faculty, School represents and warrants that prior to Student's or Faculty's participation in the Internship Experience, School has conducted a criminal background check to include at a minimum, a search of county court records for all jurisdictions in which the Student or Faculty has resided during the past seven (7) years, a search to identify registered sex offenders (national database search) and a social security number trace and validation. All criminal history identified shall be reported to the Hospital prior to Student's or Faculty's participation in the Internship Experience. Notwithstanding the foregoing, School may instead require Students or Faculty to obtain the necessary criminal background check. In such event, School shall instruct Students and Faculty to contact Hospital's approved vendor so that Student and Faculty may purchase his or her own criminal background check at the levels described in this paragraph. School shall assure that Students and Faculty take all steps necessary to provide Hospital with the certificate number issued by Hospital's approved vendor so that Hospital may view the results of the criminal background check conducted prior to the commencement of Student's or Faculty's Internship Experience at Hospital;

(n) For those Students less than eighteen (18) years of age, School represents and warrants that prior to Student's participation in the Internship Experience, School has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Hospital to audit at any time; and

(o) Notwithstanding Hospital's obligations to review the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities, School shall also have the obligation to review the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at

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<http://epls.arnet.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://www.hhs.gov/oig>), and provide documentation to Hospital that School, School's Personnel, and Students are not excluded individuals/entities.

1.2 **Cooperation and Coordination with Hospital.** In order to assure the effectiveness of the Program, School and Hospital will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

1.3 **No Compensation.** The Program conducted hereunder shall be conducted without the payment of any monetary consideration by School or Hospital to the other or by or to any Student participating in the Program.

1.4 **Acknowledgement of Corporate Integrity Program.** School acknowledges that Hospital operates under the Corporate Integrity Program of Dignity Health. School further acknowledges that notwithstanding anything contained herein, neither party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that it has not been, nor currently is, excluded from participation in government funded healthcare programs, including, but not limited to, Medicare, Medicaid, CHAMPUS, and FEHP.

1.5 **Network Usage Policy.** School shall assure that School and each Student assigned to Hospital who shall have access to Hospital's computer network shall comply with and sign Dignity Health's Network Usage Policy.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Hospital shall:

(a) Designate a Hospital employee ("*Designated Representative*") who shall consult with the School Faculty Coordinator for the purpose of implementing and coordinating the clinical portion of the Program at Hospital. The Hospital's Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;

(b) Provide appropriate general patient care facilities for the clinical aspects of the Program conducted under this Agreement, including classroom and conference room space when available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of the Hospital;

(c) Provide opportunities to Student to enable him/her to acquire clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Hospital permit;

(d) Permit designated Hospital personnel to participate with the Faculty of School in the instruction of Student at Hospital; however, this shall not interfere with the service commitments of Hospital personnel;

(e) Provide a reasonably safe area for storage of Student's personal belongings, although Hospital does not assume responsibility for any personal belongings of Students;

(f) Provide the same cafeteria privileges to Student as are available to Hospital staff;

(g) Permit the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of School;

(h) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Section 7 throughout the term of this Agreement; and

(i) Maintain ongoing open communication with School.

2.2 **Responsibility for Hospital Services.** School and Hospital acknowledge that Hospital shall retain professional and administrative responsibility for the hospital services rendered.

3. **STUDENT'S RESPONSIBILITIES**

3.1 **Education Primary Responsibility.** It is understood and agreed that Student assigned to Hospital pursuant to this Agreement is assigned primarily for purposes of education and training, and at no time shall any Student replace Hospital personnel in the provision of patient services. It is further understood that Hospital is under no obligation to hire any Student upon the completion of such Student's Internship Experience. Student, prior to participating in the Program, shall:

(a) Provide Hospital with certification of training in standard precautions for handling blood and body fluids consistent with U.S. Centers for Disease Control and Prevention guidelines;

(b) Maintain medical insurance and comply with such other health requirements and responsibilities set forth in Section 4 of this Agreement, and submit documentation to Hospital of that compliance;

(c) Execute and transmit to Hospital a Student Confidentiality Statement and a Student Declaration of Responsibilities;

(d) Conform to all applicable Hospital policies, procedures, and regulations, including, but not limited to, Dignity Health's Network Usage Policy, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representative of Hospital and the Faculty Coordinator of School; and

(e) Be responsible for his or her own support, maintenance and living quarters while participating in the Program and for transportation to and from Hospital.

3.2 **Student Access to Facilities.** Access to the facilities of Hospital by Student shall be allowed only to the extent that access is necessary for the implementation of the Program.

4. **HEALTH REQUIREMENTS**

Students and Faculty, prior to participating in the Internship Experience, shall provide evidence of medical insurance coverage, and proof of current status of the following:

(a) Negative result to a seven (7) panel drug screen consistent with testing done on Hospital employees but no less than a seven (7) panel drug screen.

(b) Tuberculosis: Complete tuberculosis signs and symptoms questionnaire and either (1), (2), or (3) below:

(1) Two-step TB skin test (TST) for Students and Faculty with no history or a positive TST who have not been tested in the last twelve (12) months;

- (2) One step TST test for Students and Faculty with proof of a negative TST in the last twelve (12) months;
- (3) Chest radiograph for Students and Faculty with documentation of past positive TST in millimeters. Chest x-rays up to 12 months old will be accepted;
- (c) Rubella: documented receipt of one vaccination or positive blood titer. Negative results require 1 MMR vaccine;
- (d) Rubeola: documented receipt of two vaccinations or positive blood titer. Negative results require 2 MMR vaccines;
- (e) Mumps: documented receipt of two vaccinations or positive blood titer. Negative results require 2 MMR vaccines;
- (f) Annual Influenza participation (proof of vaccination or signed declination);
- (g) Chicken pox: history or documented receipt of vaccination;
- (h) Hepatitis B: vaccines or titer or statement of refusal; and
- (i) Tdap: vaccination of Tdap if last Td greater than 2 years ago, or signed declination.

5. RELATIONSHIP

Student and Faculty, while participating in the Program conducted pursuant to this Agreement shall not be considered employees of Hospital. Hospital does not assume any liability under any law relating to workers' compensation on account of any act of any Student or Faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Student and Faculty participating in the Program shall not be entitled to any monetary remuneration from Hospital for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

6. TERMINATION OF STUDENT

Notwithstanding anything in this Agreement to the contrary, Hospital may suspend the right of any Student participating under the terms of this Agreement to access the clinical portion of the Program at Hospital if, in the sole judgment and discretion of Hospital, the conduct or attitude of the Student threatens the health, safety, or welfare of any person or the confidentiality of any information relating to a patient. This action shall be taken by Hospital only on a temporary basis until Hospital has consulted with representatives of School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Program at Hospital is vested in Hospital. The procedures referred to in this Section are separate from any procedures of School relating to the Student's continued participation in Program at School.

7. INSURANCE

7.1 School's Insurance.

(a) School shall purchase and maintain in full force and effect during the full term of this Agreement the following insurance, or equivalent program of self-insurance (subject to Dignity Health's prior approval):

(i) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than One Million Dollars (\$1,000,000), with an annual aggregate limit not less than Three Million Dollars (\$3,000,000).

(ii) Workers' Compensation insurance for its own employees, as required under California State law; such insurance shall include Employer's liability with a limit not less than \$1,000,000 each occurrence.

(iii) Professional liability insurance for each Student participating in the clinical portion of the Program at Hospital, professional liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Said insurance shall be maintained in effect so long as the Student remains a participant in the Program. If School does not secure such insurance for Students, School shall require that Students maintain their own insurance in the same amounts as those required of School herein, and School shall obtain evidence of such insurance coverage from Student prior to Student's participation in the Program.

(b) School's insurance specified above shall be on an occurrence or claims made form. If such insurance is on a claims made form all acts and omissions of School and its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing School to purchase claims made coverage. In order for the acts and omissions of School to be "continually covered" there must be insurance coverage for the entire period commencing with the Effective Date of this Agreement and ending on the date that is at a minimum eight (8) years after the final termination date of this Agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the Effective Date of this Agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, School shall purchase either an eight (8) year Extended Reporting (tail) coverage applicable to all claims arising during the term of this Agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the Effective Date of this Agreement.

7.2 Hospital's Insurance. Hospital shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general liability and workers compensation coverage.

7.3 Insurance Company. All required insurance shall be placed with an insurance company or companies licensed to do business in the states in which the School and the Hospital, its subsidiaries and affiliates do business.

7.4 Primary Insurance. Hospital and School agree that such policies are primary insurance and shall not contribute to or be excess of any other insurance or self insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

7.5 Certificates of Insurance/Evidence of Protection. Prior to the commencement of this Agreement, the parties will furnish to one another, certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other party.

7.6 Mandatory Insurance. The insurance requirements under this Section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either parties' obligations and requirements to maintain the coverage specified in this Section.

8. INDEMNIFICATION

8.1 **School.** School shall defend, indemnify, and hold harmless Hospital, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees or authorized agents.

8.2 **Hospital.** Hospital shall defend, indemnify, and hold harmless School, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees or authorized agents.

9. APPROVAL AND QUALIFICATION

Only Students who have satisfactorily completed the pre-clinical didactic portion of the Program, which is prerequisite to clinical experience, shall participate in the clinical portion of the Program at Hospital. The number of Students to participate at any one time shall be approved by Hospital.

10. PROHIBITION AGAINST DISCRIMINATION

Hospital, School or Student participating in the Program shall not unlawfully discriminate against any person because of race, color, creed, age, national origin, sex, marital status, or veteran's status as provided by law. In addition, Hospital, School, or Student shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

11. DESTRUCTION OF FACILITIES

In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Hospital determines that the premises or the facilities shall again be tenable.

12. TERM AND TERMINATION

12.1 **Term.** This Agreement, except as otherwise expressly provided, is effective as of the Effective Date and shall continue for two (2) years unless terminated earlier as provided herein.

12.2 **Termination.** This Agreement may be terminated, without penalty or cause, at any time by either party giving to the other a ninety (90) day written notice. Such termination shall not take effect with regard to Students already enrolled until such time as those Students have completed their respective programs.

13. CONFIDENTIALITY

(a) School and Students may receive or acquire from Hospital "protected health information" ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). School agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both School and Students are prohibited from disclosing that information to any person or

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persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

(b) At the termination of this Agreement for any reason, School shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

(c) If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

(d) School agrees that if it breaches this Section 13, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School. The terms of this Section shall survive the expiration or termination of this Agreement.

14. GENERAL PROVISIONS

14.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

14.2 **Statement of Common Values.** It is understood and agreed that Hospital, as a community sponsored affiliate of Dignity Health, shall conform to the Statement of Common Values. If compliance by the Students with the Statement of Common Values conflicts with the policies, procedures or directives of School, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

14.3 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

14.4 **Modification and Amendments.** The terms and provisions of this Agreement may only be modified or amended by mutual written consent of the parties to this Agreement.

14.5 **Severability of Terms.** If any provision of this Agreement shall be deemed invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

14.6 **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements with respect to such subject matter and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

14.7 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14.8 **Master List.** The parties acknowledge that this Agreement, together with any other contracts between Hospital and School, will be included on the master list of contracts maintained by Dignity Health.

15. NOTICE

Any notices required or authorized under this Agreement shall be in writing and shall be deemed given three (3) business days after being deposited in United States Mail, postage prepaid, addressed as follows:

If directed to Hospital:

Original to: Hospital President
Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, CA 95695

Copy to: Vice President & Associate General Counsel
Dignity Health Legal Department - Sacramento Office
3400 Data Drive
Rancho Cordova, CA 95670

If directed to School: Solano Community College
4000 Suisun Valley Road
Suisun, CA 94585

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

DIGNITY HEALTH, a California nonprofit public benefit corporation doing business as Woodland Memorial Hospital

Date: _____

By: _____
H. Kevin Vaziri, Hospital President

SOLANO COMMUNITY COLLEGE

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

STUDENT CONFIDENTIALITY STATEMENT

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or health care activities at Woodland Memorial Hospital ("Hospital") is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital. Conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed. The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, California W and I Code § 5150 applications, child abuse reporting forms, elder abuse reporting forms, laboratory requests and results, and x-ray requests and results. The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the undersigned's relationship with Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student (If over the age of 18 years)

Date: _____

Faculty

Date: _____

Parent (If Student is under the age of 18 years)

EXHIBIT B
STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am over eighteen (18) years old or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in Solano Community College's (hereinafter referred to as "*School*") nursing program (hereinafter referred to as "*Program*"), and as such I am participating in the School's clinical experience program (hereinafter referred to as the "*Internship Program*") at Woodland Memorial Hospital (hereinafter referred to as "*Hospital*").
3. I agree to provide proof of the following immunizations: mumps, measles, and rubella, Chicken pox (history or documented receipt of vaccination), Hepatitis B series (or signed statement declining series), annual influenza participation, vaccination of Tdap if last TD greater than 2 years ago, or signed declination, and any other immunization required by Hospital of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Hospital employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Internship Program, consistent with that required of Hospital employees. Documentation of compliance with the aforementioned requirements will be provided to Hospital prior to beginning the Internship Program.
4. I agree to conform to all applicable Hospital policies, procedures, and regulations, including, but not limited to, Dignity Health's Network Usage Policy and such other requirements and restrictions as may be mutually specified and agreed upon by the Hospital Designated Representative and School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Internship Program and that I am responsible for my own transportation to and from the Hospital.
6. I understand and agree that I am responsible for my own medical care needs. I understand that Hospital will provide access to emergency medical services should the need arise while I am participating in the Internship Program. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Hospital shall assume no cost or financial liability for providing such care.
7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Program.
8. **[If School does not secure Student's professional liability insurance]** I understand that Hospital requires as a condition for participation in the Internship Program that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Internship Program and for at least eight (8) years following the termination of the Internship Program, unless said insurance provides coverage on an occurrence basis.
9. I acknowledge that I will receive academic credit for the Internship Program provided at Hospital and that I will not be considered an employee of Hospital or School, nor shall I receive compensation from either the Hospital or the School. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Hospital's or School's coverage

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Exhibit B-1

based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that Hospital is under no obligation to hire me upon the completion of the Program.

10. I understand that Hospital may suspend my right to participate in the Program if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Hospital or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Hospital only on a temporary basis until after consultation with School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Hospital is vested in Hospital.
11. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, national origin, age, physical handicap, or medical condition as provided by law.
12. I further understand that Hospital has the right to suspend use of their facilities in connection with this Program should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
14. I agree to cooperate with School so that School may obtain and share with Hospital the results of a criminal background check on me, or, if instructed by School I agree to obtain, at my own expense, a criminal background check through Hospital's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Hospital will permit me to participate in the clinical learning experience program at Hospital.

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (If Student is under the age of 18 years)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FARMBUDSMAN PROJECT WITH SOLANO/YOLO COUNTIES
REQUESTED ACTION: APPROVAL

SUMMARY:

This agenda item is to approve an Operating Agreement with Solano and Yolo Counties for the Small Business Development Center (SBDC) to manage a Farmbudsman Program. The Farmbudsman Program will provide consulting or training services to farmers, ranchers and agriculture-related businesses located in, or that will be locating in, Solano or Yolo County to help navigate the various permitting processes for value-added agricultural projects as required by Regulatory Agencies. Solano and Yolo Counties will each provide \$27K in funding each fiscal year over three years. The funding will also be used to match federal funds the SBDC receives from the Small Business Administration (SBA). The amount of the proposed Operating Agreement is \$54,000 for FY 2012-13 and the initial term of the agreement will cover the period from January 16, 2013 through June 30, 2013.

A copy of the Operating Agreement is available in the Office of the Superintendent/President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

*Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$54,000 Revenue
CEO 2012-13 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382


TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 4, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

FARMBUDSMAN PROGRAM OPERATING AGREEMENT

BY AND AMONG

THE COUNTY OF SOLANO

AND

THE COUNTY OF YOLO

AND

THE SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

Dated as of

January __, 2013

OPERATING AGREEMENT

This Operating Agreement ("Agreement") is made and entered into as of this ____ day of January, 2013 by and among the COUNTY OF SOLANO ("Solano"), the COUNTY OF YOLO ("Yolo") (collectively referred to as "Counties") and the SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER ("SBDC") for the purpose of administering a Farmbudsman Program that serves farmers, ranchers and agriculture-related businesses in the jurisdictions of Solano and Yolo Counties.

RECITALS

- A. On November 16, 2011, the Solano and Yolo Counties Joint Economic Summit identified that an agricultural ombudsman program (Farmbudsman Program or "Program") as a key opportunity to enhance the value of agriculture within the two counties and decrease actual and perceived regulatory obstacles on agriculture-related businesses seeking to expand, enhance and/or maintain their operations. The concept of the Farmbudsman was based on the Farm Assistance, Revitalization and Marketing (FARM) coordinator position that existed in Solano County from 2008 to 2009. In addition, the concept of the ombudsman position is incorporated into the General Plans adopted by Solano County in 2008 and Yolo County in 2009.
- B. On January 24, 2012, presentations were made to the respective meetings of the Solano County Board of Supervisors and Yolo County Board of Supervisors on the outcome of the Joint Economic Summit. Both Boards concurred with the concept of developing a public-private partnership to facilitate the establishment of an agricultural ombudsman program to serve existing and future agriculture-related businesses in both counties.
- C. Between July 26, 2010 and June 21, 2012, the Yolo Agriculture and Food Alliance hosted a series of study sessions with interested stakeholders from the Agriculture Community in Solano and Yolo Counties, including representatives from the Farm Bureaus of the respective counties, to facilitate the development of the desired attributes of a Farmbudsman program and the public-private partnership to support the Farmbudsman program.

- D. The Solano Community College Small Business Development Center is authorized to provide Farmbudsman-related services in Solano and Yolo Counties. The SBDC mission is to assist entrepreneurs in order to enhance the entrepreneur's business skills and to expand, enhance and/or maintain business operations. The SBDC uses State and Federal funds, augmented by local match requirements, to provide these services. This Agreement, to the extent permitted by State and Federal guidelines, will enable the SBDC to leverage funds provided by Solano and Yolo for the Farmbudsman Program as local match requirements.
- E. Counties seek to establish a Farmbudsman Program that serves the jurisdictions of both Solano and Yolo Counties by assisting farmers, ranchers and agriculture-related businesses with various permitting processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies. The Program's objective is to facilitate and expedite the development of promising value-added agricultural projects. After approximately 30 months of the Farmbudsman Program in 2015, the Counties anticipate the economic benefit of the Farmbudsman Program will outweigh the cost of the program. Measures of success of the Farmbudsman Program include:
- 20 percent increase in approvals of agriculture-related projects in each county;
 - 500 new agriculture-related jobs have been added by 2015 in each county; and
 - 5 new processors in each county have been added between 2012 and 2015.

Now, THEREFORE, Solano, Yolo, and SBDC for good and valuable consideration, agree as follows:

ARTICLE 1: TERMS AND DEFINITIONS

The following terms and definitions apply to this Agreement:

- 1.1 Client: The term "Client" is the person or entity receiving Farmbudsman services affecting agriculture-related businesses in either Solano or Yolo County.
- 1.2 Farmbudsman: The term "Farmbudsman" is the consultant contracted by SBDC to provide agriculture ombudsman services to farmers, ranchers and agriculture-related businesses that are, or will be located, in Solano or Yolo County.
- 1.3 Farmbudsman Services: The term "Farmbudsman Services" includes consulting or training services provided to farmers, ranchers and agriculture-related businesses located in, or that will be locating in, Solano or Yolo County to help navigate the various permitting processes for value-added agricultural projects as required by Regulatory Agencies.
- 1.4 Ancillary Services: The term "Ancillary Services" is consulting or training services that are not directly related to assisting farmers, ranchers and agriculture-related businesses in navigating permitting processes, including but not limited to business planning and developing financial projections, connections to financing options, marketing plans and other services offered by SBDC, subject to the requirements as prescribed by State and Federal funding.
- 1.5 Farmbudsman Project: The term "Farmbudsman Project" is an interaction with a client that will consume more than two hours of consultant time to provide Farmbudsman Services and Ancillary Services.

- 1.6 Regulatory Agencies: The term "Regulatory Agency" is a public agency that has the legal authority to regulate a component of an agriculture-related project.

ARTICLE 2: TERM OF THE AGREEMENT

2.1 Term: The initial term of this Agreement shall be approximately thirty (30) months, commencing on January ____, 2013 ("Commencement Date") and ending no later than June 30, 2015 ("Expiration Date").

2.2 Extensions: The Agreement may be extended on an annual basis upon mutual agreement of all parties ("Additional Term(s)").

2.3 Termination: In order to allow for a full implementation of the Program, this Agreement shall not be terminated prior to the Expiration Date except as provided in Section 2.4 or Article 8 below. Any party may terminate its participation for Additional Terms upon written notice no later than 90 days prior to the Expiration Date or commencement of an Additional Term.

2.4 Counties Obligation Subject to Availability of Funds: Counties' obligations under this Agreement are subject to the availability of authorized funds. The Counties may individually or jointly terminate this Agreement, or any part of the Agreement and amend that party's obligation accordingly, without prejudice to any right or remedy of the Counties, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, the Counties may jointly or individually, upon written Notice as outlined in Section 2.3 to SBDC, terminate this Agreement in whole or in part.

ARTICLE 3: RIGHTS AND RESPONSIBILITIES

The parties of this Agreement shall form a Farmbudsman Program Committee that meets at least quarterly to monitor the Farmbudsman Program and provide overall guidance to the Farmbudsman consultant as follows.

3.1 Membership: Membership of this committee shall consist of the Solano County Administrator or designee, the Yolo County Administrator or designee, the Solano County Agricultural Commissioner or designee, the Yolo County Agricultural Commissioner or designee, the Solano County Director of Resource Management or designee, the Yolo County Director of Planning and Public Works or designee, and the SBDC Director. A quorum consists of at least two Solano representatives, two Yolo representatives and SBDC.

3.2 Work Plan: The Farmbudsman Program Committee will establish annually activity targets designed to meet the goals, objectives and performance standards established for the Farmbudsman Program. Activity targets may be modified by consensus of the Farmbudsman Program Committee. An Initial Farmbudsman Annual Work Plan is attached as Exhibit A.

3.3 Contract Administration: SBDC will serve as the administrator for the Farmbudsman contract, which will be procured in a manner consistent with other consulting services acquired by SBDC to deliver business assistance programs. Selection of the Farmbudsman will be done in consultation with, and at the concurrence of, the Farmbudsman Program Committee. Terms of any contract cannot exceed the terms of this Agreement. The Farmbudsman shall serve on an at-will basis and shall not be an employee

of SBDC or the Counties. The description of desired qualifications of the Farmbudsman is included in Exhibit B.

3.3.1 Client Scopes of Work: For client interactions that develop into a Farmbudsman Project, the Farmbudsman, in consultation with the SBDC Director, will develop a scope of work for the Farmbudsman and the client that: 1) defines the expectations of the project; 2) determines the types of services required; 3) anticipated timelines; 4) estimated billable hours; and 5) anticipated source of funding. The SBDC Director will validate there is sufficient resources to meet the expectations of the scope of work. Scopes of Work in excess of 20 billable hours for Farmbudsman Services require approval by the Farmbudsman Program Committee.

3.3.2 Invoices: SBDC will be responsible for invoicing Solano and Yolo on a quarterly basis for services provided during the previous quarter under this Agreement. SBDC agrees to invoice only the appropriate agency in accordance with Section 3.3.3, below, and shall not look to the other county for reimbursement.

3.3.3 Billable Hours: SBDC will track and report all billable hours for Farmbudsman Program services under this Agreement by client and project. Billable hours for existing farming, ranching and agricultural-related operations in Solano and Yolo Counties will be based on where the farming, ranching or agricultural-related activity affected by the Farmbudsman services will occur. Where more generalized Farmbudsman services are provided to both counties and approved by the Farmbudsman Program Committee in the Annual Work Plan, the billable hours will be split equally between Solano and Yolo, regardless of the actual participation by the respective counties. If the query for Farmbudsman services is exploratory in nature, the billable hours are charged to the destination county as identified by the client.

3.3.4 Office Space: SBDC will provide the Farmbudsman program access to office space, meeting room, telephone, computer with Internet connectivity, printer and fax machine in a manner consistent with other SBDC business assistance consultants. These expenses are sole the responsibility of the SBDC, with exception of the General Administration reimbursement as outlined in Section 4.3.1.

3.4 Performance Evaluation: The Farmbudsman Program Committee will evaluate the performance of the Farmbudsman program against goals, performance standards and objectives defined in the Work Plan. In the event the Farmbudsman is unable or unwilling to meet the expectations of the Farmbudsman Program Committee, if so directed by the Committee, the release of the Farmbudsman will be effectuated by SBDC in accordance with the terms of any applicable consulting agreement.

3.5 Reporting Requirements: SBDC will provide financial status reports and performance reports on a quarterly and annual basis. The financial status reports will be submitted in a format acceptable to the respective County Auditor-Controllers. At minimum, the performance information provided by SBDC should include:

- List of clients served by the program;
- Activities in which the client participated;
- Funding source used to provide the services;
- Type of project the client activity supported;
- Outcomes of the interaction with the client;
- Licenses, permits and registrations that were facilitated to obtain; and
- Other data to demonstrate the effectiveness of the Farmbudsman Program.

ARTICLE 4: SHARED COSTS

4.1 County of Solano: Solano shall pay SBDC up to \$27,000 annually to reimburse SBDC for services provided under this Agreement. Upon submission of an invoice by SBDC to Solano, and upon approval of Solano's representative, Solano shall pay SBDC.

4.2 County of Yolo: Yolo shall pay SBDC up to \$27,000 annually to reimburse SBDC for services provided under this Agreement. Upon submission of an invoice by SBDC to Yolo, and upon approval of Yolo's representative, Yolo shall pay SBDC.

4.3 Grants: Counties and SBDC are encouraged to seek grants and other funding sources to provide additional resources for the Farmbudsman Program. If other funding is acquired, the use of that funding may add to Solano and Yolo funding identified in Sections 4.1 and 4.2.

4.4 SBDC: SBDC shall seek to leverage the dollars provided by Solano and Yolo, pursuant to Section 4.1 and 4.2 above, to the greatest extent possible in accordance with Federal and State guidelines. When applicable, SBDC will seek to utilize other available funding sources to provide Farmbudsman services and reserve the Counties as the funder of last resort. All funds will be appropriated as follows:

4.4.1 General Administration: SBDC shall receive reimbursement of General Administration costs related to the delivery of services under this Agreement. Total reimbursement shall not exceed 7.5% of the approved services reimbursed under this Agreement.

4.4.2 Client Fees: The SBDC may collect client fees for activities to providing Farmbudsman services as established in the Annual Work Plan and consistent with nominal fees as permitted by other business assistance programs provided by SBDC.

4.4.3 Farmbudsman Services: Farmbudsman Services are reimbursed under this Agreement.

4.4.4 Ancillary Services: In the course of providing Farmbudsman services, SBDC may discover that the client may require or benefit from Ancillary Services. To the extent possible in accordance with Federal and State guidelines, SBDC is encouraged to avail clients of these services. Ancillary services are not reimbursed under this Agreement.

4.5 Annual Savings: To the extent there are funds remaining at the close of a fiscal year (defined as July – June), such funds will be retained by the respective County to supplement future fiscal year appropriations, subject to the availability of funds as identified in Section 2.4. If Counties augment future fiscal year appropriations beyond the \$27,000 identified in Sections 4.1 and 4.2, the amount that the SBDC can seek in reimbursement will be adjusted by that fiscal year's appropriations.

ARTICLE 5: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communication under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

To the County of Solano

Solano County
675 Texas St., Suite 6500
Fairfield, CA 94533
Attn: Stephen Pierce, Public Communications Officer
Voice: 707-784-6100
Fax: 707-784-7975
Email: slpierce@solanocounty.com

To the County of Yolo

Yolo County
625 Court St., Room 202
Woodland, CA 95695
Attn: Dirk Brazil, Assistant County Administrator
Voice: 530-666-8150
Fax: 530-668-4029
Email: dirk.brazil@yolocounty.org

To the SBDC

Solano College SBDC
360 Campus Lane, Suite 102
Fairfield, CA 94534
Attn: Charles Eason, Director
Voice: 707-864-3382
Fax: 707-864-8025
Email: charles.eason@solano.edu

ARTICLE 6: INDEMNIFICATION

6.1 Solano's Indemnification: Solano agrees to indemnify and hold harmless Yolo and SBDC, and their employees, agents and elective and appointive boards from and against any damages, such as property damage, personal injury, and liabilities of every kind, nature and description, including costs and attorney's fees, arising directly or indirectly out of any negligent or intentional acts or omissions of Solano, its employees, or invitees in the course of the performance of actions under this Agreement.

6.2 Yolo's Indemnification: Yolo agrees to indemnify and hold harmless Solano and SBDC, and their employees, agents and elective and appointive boards from and against any damages, such as property damage, personal injury, and liabilities of every kind, nature and description, including costs and attorney's fees, arising directly or indirectly out of any negligent or intentional acts or omissions of Yolo, its employees, or invitees in the course of the performance of actions under this Agreement.

6.3 SBDC's Indemnification: SBDC agrees to indemnify and hold harmless Solano and Yolo, and their employees, agents and elective and appointive boards from and against any damages, such as property damage, personal injury, and liabilities of every kind, nature and description, including costs and attorney's fees, arising directly or indirectly out of any negligent or intentional acts or omissions of SBDC, its employees, or invitees in the course of the performance of actions under this Agreement.

ARTICLE 7: INSURANCE

Each party will maintain status as legally self-insured public entities for general liability. Excess liability coverage with limits to five million dollars (\$5,000,000) shall be provided through participation in an excess insurance authority or purchase of excess coverage by the parties.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 Dispute Resolution: If any party defaults in its performance, the aggrieved party shall promptly notify the defaulting party in writing. Any dispute shall be first addressed at an administrative level between the parties.

8.2 Default Defined: Any party's failure to pay any amount due under this Agreement or to perform any other obligation required by this Agreement within thirty (30) days' written notice from another party that such amount or obligation is due, shall constitute a default (a "Default") hereunder.

8.3 Remedies Available: Upon the occurrence of a Default, the non-defaulting parties may stop all payments or performance required hereunder, and may take any other remedial action available to it under the law or equity, including but not limited to specific performance. Failure to cure a default within the 30-day notice period shall constitute good cause for termination as set forth in Section 2.3 above.

ARTICLE 9: MISCELLANEOUS

9.1 Amendments: This Agreement may be amended only by written agreement signed by all of the parties.

9.2 Waivers: No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party benefiting from said provision. No waiver by any party, at any time, of any breach of a provision of this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision of this Agreement. If any action by a party requires the consent or approval of the other party to this Agreement, such consent or approval on anyone occasion will not be deemed a consent to or approval of such action on any subsequent occasion or a consent or approval to any other action.

9.3 Force Majeure: No party is responsible for performance in accordance with the terms of this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable ("Force Majeure").

9.4 Assignment: Neither the Solano, Yolo nor SDBC may assign this Agreement in whole or in part (whether by operation of law or otherwise) to any other entity, agency, or person without the prior written consent of the other parties.

9.5 Binding Effect: This Agreement will be binding on the parties and their permitted successors and assigns.

9.6 Governing Law: The Agreement and performance under it will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

9.7 Construction: The article and section headings used in this Agreement are inserted for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement, and any other document or agreement referred to or executed and delivered in connection with this Agreement, shall not be construed against any party as the principal draftsman.

9.8 Integration: This Agreement (including all addenda and exhibits and any amendments signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, or implied, between the parties with respect to the subject matter.

9.9 Severability: If any term, provision, covenant or condition of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

9.10 Signature Authority: The parties signing this Agreement on behalf of Solano, Yolo and SBDC certify that they are authorized to do so.

IN WITNESS WHEREOF, the County of Solano, the County of Yolo and the Solano College Small Business Development Center have caused this Agreement to be executed the day and date first above written.

COUNTY OF SOLANO, a political subdivision of the State of California

COUNTY OF YOLO, a political subdivision of the State of California

By _____, Chair

By _____, Chair

APPROVED AS TO FORM

APPROVED AS TO FORM

County Counsel

County Counsel

SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

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

APPROVED AS TO FORM

Counsel of Record

ATTACHMENTS:

- Exhibit A: Initial Farmbudsman Program Annual Work Plan
- Exhibit B: Desired Qualifications of a Farmbudsman Consultant

EXHIBIT A
INITIAL FARBUDSMAN PROGRAM ANNUAL WORK PLAN

The Farmbudsman Program Committee, in conjunction with the Farmbudsman, will establish specific activity targets for Year One and subsequent years of the Farmbudsman Program. The following Work Plan outlines the initial expectations of the Farmbudsman Program.

General Expectations: The goal of Solano and Yolo Counties is to preserve and enhance agriculture as viable industry for its cultural, environmental and economic benefit to the respective counties. The Farmbudsman Program's objective is to facilitate and expedite the development of promising value-added agricultural projects. Activities of the Farmbudsman will reflect the desirable attributes as described in Exhibit B and will lead to a successful Farmbudsman Program. After three years of operation, the measures of success of the Farmbudsman Program include:

- 20 percent increase in approvals of agriculture-related projects in each county;
- 500 new agriculture-related jobs have been added by 2015 in each county; and
- 5 new processors in each county have been added between 2012 and 2015.

County Agriculture Orientation: The Farmbudsman will meet with and become familiar with key industry groups from each county, including but not limited to:

- a) Solano County Farm Bureau
- b) Yolo County Farm Bureau
- c) Suisun Valley Growers and Vintners
- d) Solano EDC
- e) Capay Valley Valley Vision
- f) Solano County Agriculture Advisory Committee
- g) Solano County Wool Growers
- h) Yolo County Wool Growers
- i) California Cattlemen's Association
- j) Solano Grown
- k) Clarksburg Wine Growers and Vintner Association
- l) Farmers' Market Associations
 - Pacific Coast Farmers' Market Association
 - Davis Farmers Market
 - Green Valley Certified Farmers' Market
- m) Solano Land Trust
- n) Yolo Land Trust
- o) Yocha Dehe Wintun Nation
- p) Roots to Wine
- q) Yolo County Ag Futures Alliance

Local Government Orientation: The Farmbudsman will meet with key people in local, state and federal government and set up training with various departmental staffs to facilitate the navigation of agriculture-related projects through the various agencies, including but not limited to:

Solano County

- a) Agriculture Commissioner/Sealer of Weights and Measures – Jim Allan
- b) Resource Management Planning Division – Mike Yankovitch and Jim Leland
- c) Resource Management Building Official – David Cliché
- d) Resource Management Environmental Health Division – Terry Schmidtbauer

Yolo County

- a) Agriculture Commissioner/Sealer of Weights and Measures – John Young
- b) Planning and Public Works Planning Division – John Bencomo and David Morrison
- c) Planning and Public Works Building Official – Lonell Butler
- d) Health Department Environmental Health Services – Leslie Limbo

State and Federal Agencies

- a) California Department of Alcoholic Beverage Control (winery and wine tasting licensing)
- b) California Department of Public Health (food processing permits)
- c) Delta Protection Commission (agriculture conservation easement programs)
- d) University of California Cooperative Extension
 - Small Farms Program – Shermain Hardesty
 - Regional Farm Advisors – Morgan Doran

Reading List: The Farmbudsman will become familiar with studies, summits, plans, codes and ordinances related to agriculture in Solano and Yolo Counties, including but not limited to:

- a) Solano and Yolo County Joint Economic Summit
- b) Yolo Food Connect Summit
- c) The Food Chain Cluster Study: Integrating the Food Chain in Solano and Yolo Counties to Create Economic Opportunities and Jobs
- d) The Solano County Agricultural Futures Project
- e) Sharpening the Focus of Yolo County Land Use Policy
- f) Solano County 2008 General Plan
- g) Yolo County: 2030 Countywide General Plan
- h) Solano County Middle Green Valley Specific Plan
- i) Solano County Suisun Valley Strategic Plan
- j) Solano County Ordinance
- k) Yolo County Ordinance
- l) Yolo Agricultural Permit Manual

EXHIBIT B
DESIRED QUALIFICATIONS OF A FARBUDSMAN CONSULTANT

The establishment of a Farmbudsman program to provide agriculture ombudsman services is part of the Solano and Yolo Counties' efforts to expand the economic viability of existing farmers, ranchers and agriculture-related businesses and to expand the overall economic impact of agriculture on the local economy by attracting additional agriculture-related business activity. The primary expectation of the Farmbudsman consultant is to assist farmers, ranchers and agriculture-related businesses to navigate the various permitting processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies. In preparing farmers, ranchers and agriculture-related businesses to access the permitting process, the Farmbudsman may be required to direct clients to other business assistance services to enhance the viability of their requested endeavor. The anticipated result of that navigation assistance and linkage to business assistance services is the development of promising value-added agricultural projects that preserve and enhance agriculture in Solano and Yolo Counties.

A desirable Farmbudsman consultant will be able to demonstrate their ability to:

- Work with farmers, ranchers and agriculture-related businesses in order to provide assistance on technical, regulatory, and governmental processes and issues that will result in development and delivery of agriculture-related projects that increase the value and contribution of agriculture in the Solano and Yolo Counties region.
- Serve as an ombudsman to the agricultural communities by representing their interests to the various Regulatory Agencies.
- Interpret and apply applicable federal, state, and local laws, rules, and regulations to determine compliance with standards and regulatory limitations.
- Gather, organize, analyze, and present complex data, information, evidence and facts orally and in written reports.
- Coordinate with committees, commissioners, county departments, advisory boards, and other public and private agricultural support organizations to research and assess economic and growth needs.
- Serve as liaison and technical advisor to public bodies, planning officials, task forces, and law and code enforcement bodies on issues affecting the agricultural communities.
- Understand the economic, environmental, resource, legal, and human issues affecting rural-urban communities and potential agriculture-related projects.
- Assess information requests and research related land use regulations and policies to compile and analyze data on economic, social, regulatory and physical factors affecting land use.
- Use computers and related software such as project management, word processing, spreadsheet, graphic, and presentation software.
- Establish and maintain harmonious working relationships with all those contacted in the course of work.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NEW ADMINISTRATIVE LEAVE GROUP (ALG) JOB DESCRIPTION - DEAN OF HEALTH SCIENCES

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The Nursing faculty approached the District for additional administrative support in order to meet the requirements of the California Board of Registered Nursing and to enhance the program. Board approval is requested to hire an Interim Dean of Health Sciences for one year. In addition to the regular role of the Dean, he/she will be asked to lead in four other areas:

- Help the College determine opportunities or challenges to health care training due to the Federal Health Care Reform Act.
- Implement a Certified Nursing Assistant program. This program tends to benefit low-income students and those who want to explore a career in health care.
- Explore avenues to support nursing students' completion of the Bachelor's Degree.
- Determine with faculty and health care industry the possibility and need to expand the program and eliminate the wait list.

The job description is attached for review and correctly reflects the duties of the position. The proposed salary placement is Range 49.

Government Code: Board Policy: 4000 Estimated Fiscal Impact: \$150,000

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán
Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

January 4, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

**CLASS TITLE: DEAN OF HEALTH SCIENCES
(Educational Administrator)**

BASIC FUNCTION:

Under the direction of the Vice President, Academic Affairs, the Dean of Health Sciences Division plans, organizes, administers, develops, and evaluates the projects and activities of assigned academic programs; provides leadership for faculty and staff to offer high quality educational services for College students; supervises and evaluates the performance of assigned personnel; and works collegially with faculty and staff. The Division Dean supervises both full-time and part-time faculty, classified personnel, and student workers.

THE DIVISION

The Health Sciences Division includes the Associate Degree in Nursing and the Emergency Medical Technician programs, pre-nursing courses such as Introduction to Nursing, Medical Terminology, and Pharmacology. The Division also offers post-degree credit and CE courses in Coronary Care, Emergency Nursing, and Critical Care Nursing, all taught by adjunct faculty. A Certified Nursing Assistant Program is in the formative stages of development. The RN program admits 48 generic students and 12 LVN Career Mobility each year. There are nine full-time faculty assigned to this program. The EMT program enrolls 64 new students each semester and approximately 40 refresher students. There is one full-time and one adjunct faculty assigned to this program.

REPRESENTATIVE DUTIES

Program Development

Provide leadership for program development. Work with faculty and staff to determine needs for curriculum or program additions, modifications, and deletions.

Set priorities for resource needs; produce program analysis and three-year plans and participate in strategic and long-range planning for the District.

Prepare documents for program and course development; produce accurate schedules, catalog information and program publicity.

Prepare reports and grant applications.

Work with faculty and staff to develop ideas for program improvement and investigate resources for development through grants and special projects.

Maintain current knowledge of new developments and innovations in community colleges and higher education in areas of division specialty.

Dean of Health Sciences - Continued

Recommend changes to maintain relevance of Division programs to meet student and community needs.

Work cooperatively with Student Services personnel to develop appropriate and effective assessment and testing methods and practices relevant to division course/program offerings.

Evaluate the effect of the Federal Health Care Reform Act on the educational programs of the college: How should SCC position itself to serve the community in response to the Healthcare reform being implemented.

Work with university partners to provide access to the BSN for nursing students completing their ADN.

Schedule and Budget Management

Consult collegially with faculty and staff regarding appropriate schedule of classes to meet the needs of students

Assign faculty to teach classes, monitor schedules and workload for accuracy throughout the semester according to provisions of the collective bargaining agreement.

Assure accurate and timely attendance reporting for all courses offered in the Division and assign substitutes.

Exercise leadership in the development and management of the division budget; administer financial resources consistent with District policy and sound financial management principles.

Evaluate, approve, and process division/area requests for supplies and equipment.

Work with the interested college personnel to institute a Certified Nursing Assistant program.

Supervision and Contract Administration

Communicate with faculty and staff by holding regular meetings and in-service training to facilitate planning and decision-making for the division and to keep faculty and staff informed about issues and projects for the overall College program.

Encourage excellence in teaching; orient new faculty and staff; work with faculty and staff to determine needs for staff and faculty development; plan appropriate Division staff and faculty development activities including flexible calendar days; contribute to record keeping for staff and faculty development accountability.

In conjunction with division staff, analyze staffing needs and make recommendations to the Vice President; assist in development of job descriptions for new positions.

Dean of Health Sciences - Continued

Assist in development of targeted recruitment for job positions within the division.

Organize and serve on committees for hiring and assure compliance with District personnel policies, procedures and practices for the employment of faculty, administrators, classified staff, student workers and short-term, temporary and substitute employees.

Mediate and resolve faculty, staff and student problems, complaints and first level grievances according to employee contracts and college policy and procedures.

Supervise and evaluate faculty, classified staff, student workers, and auxiliary personnel according to proper management practices, the District policies, procedures, collective bargaining contracts and state and federal regulations.

Implement content of collective bargaining agreements.

Administration-Outreach

Communicate with leaders in the private and public sectors and in educational agencies to determine needs for new courses or support programs; serve as resource to the community.

Respond to requests for services from the community; organize appropriate responses. Facilitate academic partnerships between SCC faculty, faculty in feeder high schools and four-year transfer institutions; work closely with the articulation officer of the College to assure maximum course articulation.

Respond to requests for instruction from the community; organize appropriate classes, determine on which basis courses can be offered, and when appropriate, develop contracts for instruction, following through with budget and contract monitoring.

Establish functioning advisory committees as appropriate for the programs under the supervision of the dean.

Work with assigned manager to plan and coordinate vocational programs, to meet community needs in accordance with state and federal guidelines.

Administration-Record Keeping

Direct and participate in the preparation and maintenance of records and reports related to division personnel; workload, schedule, enrollment, program review and budget.

Administer attendance accounting requirements and OAR responsibilities.

Administration-General

Assist in implementation of Affirmative Action goals for the district.

Serve as the evening administrator as assigned.

Dean of Health Sciences - Continued

Perform other duties as assigned.

Supervise and evaluate staff.

Performs other duties as assigned by the Vice President of Academic Affairs.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

State and Federal codes, statutes and regulations that govern California community college student developmental and instructional services including: Federal regulations pertaining to the Family Educational Rights and Protection Act; Federal regulations pertaining to the certification of Veterans Educational Benefits; Federal regulations pertaining to the issuance of an I-20 and all reporting requirements in SEVIS; pertinent sections of Title 5 of the California Code of Regulations pertaining to student developmental, curriculum and institutional services; pertinent sections of California Education Code; Americans with Disabilities Act (ADA) compliance regulations; California State Chancellor's Office (Systems Office) legal opinions and advisories.

SunGard (BANNER) Student Module applications.

Microsoft Office Word/Excel.

Board policies and Administrative Procedures.

Articulation agreements with other colleges/universities.

Higher education mission, organization, operations, policies and objectives in community colleges.

Evaluation methods.

Awareness of or familiarity with curriculum development and instructional management processes, course articulation, student matriculation process.

Budget preparation and control.

Principles and practices of program administration, supervision and staff development.

Effective interpersonal communication.

Dean of Health Sciences - Continued

Policies, regulations, and objectives of assigned programs and activities.

Programs, functions, purposes and goals of the division/area.

Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

Effective practices and methods for program planning, developing, implementations, and evaluation.

Shared Governance policy and procedures.

Provisions of collective bargaining agreements.

State and Federal codes, statutes and regulations that govern California community college student services and learning support programs, including those relevant to participatory governance and collective bargaining.

Management Information Systems (MIS) and other reporting requirements for credit, noncredit, and community education.

Participatory governance and collaboration with faculty and administrative staff.

The practical use of an Enterprise Resource Planning (ERP) system and office computer technology to facilitate and support student services and staff productivity.

ABILITY TO:

Collaborate with faculty and administrative staff in shared governance; in the practical use of Enterprise Resource Planning (ERP) systems as well as basic office computer technology to facilitate and support student services and staff productivity; in written communication, including reporting and funding proposals.

Communicate orally and in writing before groups, to facilitate meetings, and for reporting and preparing funding proposals; and to work effectively as part of a management team.

Plan, organize, develop and evaluate the programs, activities and curriculum of a College academic division.

Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.

Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.

Dean of Health Sciences - Continued

- Work effectively as part of a management team.
- Foster team-building, goal development and accomplishment-leadership.
- Be affable, multi-task, show grace under pressure and a genuine interest in the ideas and contribution of others, adaptability, and situational decision-making.
- Provide MIS reporting requirements and other reporting requirements for credit, noncredit, and community education.
- Present a positive image of the College in the community.
- Train, supervise and evaluate personnel according to successful modern management theory and practices.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Maintain current knowledge of program rules, regulations, requirements and restrictions.
- Analyze situations accurately and adopt an effective course of action.
- Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.
- Understand the needs of the Division in the context of the overall goals and priorities for the College as a whole.
- Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.
- Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.
- Evaluate and support faculty and staff recommendations for program improvements and/or new program efforts.
- Develop and manage grants and special projects.
- Work within Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

Minimum Qualifications

The minimum qualifications for this position include the following:

Possession of a Master's Degree or the equivalent in a discipline related to the assigned area.

The equivalent of two years of full-time post-secondary teaching experience in at least one discipline area taught in the Division.

One (1) year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment, which may, but need not be, concurrent with the required full-time faculty assignment.

Extensive experience in public contacts that has demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

CLA/ea: 01/10/13

Board approved:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NEW ADMINISTRATIVE LEAVE GROUP (ALG) JOB DESCRIPTION – DEAN OF RESEARCH, PLANNING AND INSTITUTIONAL EFFECTIVENESS
REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The ACCJC Visiting Teams have asked the District to enhance our need for research and effectiveness. The College has a need to have an individual who pays attention to several factors and to the data related to enrollment management to assist college leaders in making the best judgment possible for enrollment. Furthermore, the College has the need for ongoing systems analysis to ensure that it is serving students in the best way possible. This position will allow the College to use good data and information to streamline its processes, provide appropriate services to students, and spend its resources wisely.

The estimated fiscal impact is the promotion of the existing Director and the differential salary.

The job description is attached for review and correctly reflects the duties of the position. The proposed salary placement is Range 49.

Another position will be added to the office and the request will come to the Board in the future.

Government Code: Board Policy: 4000 Estimated Fiscal Impact: \$25,000

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán
Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

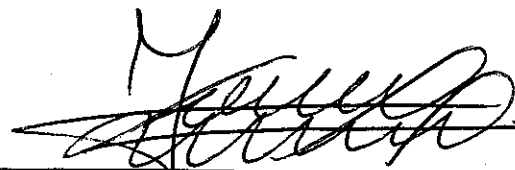
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

January 4, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWBL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

**CLASS TITLE: DEAN OF RESEARCH, PLANNING AND INSTITUTIONAL
EFFECTIVENESS**

BASIC FUNCTION:

Under the direction of the Superintendent-President, the Dean of Research, Planning and Institutional Effectiveness provide dynamic and effective leadership in order to manage college-wide planning efforts; aid in the management, coordination and reporting of student learning outcomes and student success; establish a college culture of evaluation of institutional effectiveness; and set a college research agenda with a means to assess the agenda's effectiveness, including management of enrollment activities (Enrollment targets, data, retention, budgetary implications and overall effectiveness of student enrollment).

This position supervises two research staff members, works collaboratively with, and promotes a growing number of programs and individuals involved in institutional effectiveness activities.

DISTINGUISHING CHARACTERISTICS:

The Dean is responsible for overseeing all aspects of District wide planning; working directly with faculty on classroom research; working with faculty committees that create and assess student learning outcomes; evaluating college programs and services and their impact on the Accountability Reporting for Community Colleges in the State of California (ARCC); and leading an effective college Office of Institutional Research. She/he will work collaboratively with the different units impacted by enrollment, including, but not limited to academic deans, recruiter, marketing coordinator, fiscal services, counseling, financial aid, etc.

The Dean of Research, Planning and Institutional Effectiveness chairs the college Research and Planning Committee. The position collaborates closely with the faculty-driven student learning outcomes committees, and the college Shared Governance Council. The Dean of Research, Planning and Institutional Effectiveness will also actively participate in state and national research and planning organizations.

REPRESENTATIVE DUTIES:

The dean's duties and functions, which may be changed with appropriate notice, are to:

Provide vision and leadership for a diverse, dynamic and innovative community of faculty, staff and students.

Provide year-round leadership, management, participation in the development of an instructional, student, and/or support services division's day, evening, weekend, inter-session and summer programs.

Dean of Research, Planning and Institutional Effectiveness-Continued

Assist in the hiring process of management, faculty and classified staff for assigned division or area and recommend personnel actions to supervisor.

Assist in the training of assigned managers, supervisors, faculty and classified staff.

Evaluate assigned managers, supervisors and classified staff.

Organize and manages the operation of the assigned division or area office; coordinates and administers its budget.

Manage with division faculty, staff, and other administrators the preparation of the class schedules, catalogs, brochures and other printed or electronic materials for the assigned division(s).

Ensure all college Program Reviews receive timely, accurate and relevant data.

Facilitate grant applications for assigned division or area, manages grants, and prepares required reports.

Serve as liaison to other college divisions, areas and services, advisory committees, individual students and student groups, and appropriate university, school and other off-campus and community groups.

Serve on district committees as assigned.

Organize, manage and participate in the annual planning and budgeting process in cooperation with managers, supervisors, faculty and classified staff and in concert with college goals for assigned division or area.

Manage the approved annual budget for assigned area.

Interpret accurately applicable laws, regulations and collective bargaining contract provisions.

Respond to and seeks resolution of complaints arising from division/area activities, including participating in the process of collective bargaining contract grievances.

Provide leadership for and assists with departmental program reviews.

Assist in accreditation process.

Dean of Research, Planning and Institutional Effectiveness-Continued

Support a climate that promotes innovation and improved service to students and the community; cooperates with area staff and other managers to develop processes that are student friendly and supportive of student success.

Manage and participates in the continued evaluation and improvement of the assigned area's instructional, student, and/or support services programs.

Promote the assessment of student outcomes in order to determine the effectiveness of student learning and student development programs in the area.

Assist in the coordination of area programs with those of other institutions and in the development of partnerships with external agencies.

Participate actively in and support college and District shared governance components and activities and other collaborative processes.

Make timely and effective reports to the governing board of the college.

Employ appropriate techniques and strategies to resolve disputes and to enhance communication and cooperation among the members of the college and District communities.

Interpret and analyze appropriate laws, policies, rules and procedures to determine impact on assigned instructional or student services division or program area and oversee compliance and reporting strategies.

Perform other related duties as assigned.

ENROLLMENT MANAGEMENT DUTIES:

Chair the College Enrollment Management Committee ensuring the Committee meets regularly and conducts its business appropriately.

Provides necessary data for scheduling purposes working jointly with the Academic Deans, the Vice President for Academic Affairs and the Vice President of Finance and Administration.

Write reports and share information capable of enhancing enrollment, retention and graduation of Solano Community College students.

Develop methodologies to account for in-state and out of state and international student's access and success at the College using longitudinal data.

Remain abreast of development in the field of enrollment management and share the knowledge with the College community.

Dean of Research, Planning and Institutional Effectiveness-Continued

Make presentations to Governance entities and the Governing board on issues related to enrollment.

Provide necessary data for academic administrators to make enrollment decisions to effectively manage the instructional budget.

KNOWLEDGE AND ABILITIES:

Knowledge of research design, methods, sampling, descriptive and inferential statistics, and analytical and research strategies including survey research methods.

Knowledge of relevant software such as statistical packages, spreadsheet, relational database, presentation software, and query software.

Knowledge of program evaluation and assessment of educational and student learning outcomes.

Knowledge of organization, policies and objectives projects, surveys and studies used in assessing institutional effectiveness, assisting with college enrollment planning and decision-making.

Budget preparation and control.

Principles and practices of program administration, supervision and staff development.

Policies, regulations, and objectives of assigned programs and activities.

Programs, functions, purposes and goals of the division/area.

Effective practices and methods for program planning, developing, implementations, and evaluation.

Shared Governance Policy and Procedures.

Provisions of Collective Bargaining Agreements.

ABILITY TO:

Ability to comfortably interact and present one-on-one, small group, and large group settings with non-research faculty, staff, administrators, and community members.

Ability to work independently, problem solve, coordinate, and supervise projects, and meet schedules and deadlines.

Dean of Research, Planning and Institutional Effectiveness-Continued

Demonstrate effective interpersonal communication.

Demonstrate expertise in project planning, development and implementation.

Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Plan, organize, develop and evaluate the programs, activities and curriculum of a College academic division.

Coordinate the curriculum design, development, and modifications in order to meet student and community needs.

Work within complex, integrated Enterprise Resource Planning (ERP) systems.

Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.

Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.

Present a positive image of the College in the community.

Train, supervise and evaluate personnel according to successful modern management theory and practices.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Maintain current knowledge of program rules, regulations, requirements and restrictions.

Analyze situations accurately and adopt an effective course of action.

Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.

Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.

Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.

Dean of Research, Planning and Institutional Effectiveness-Continued

Evaluate and support faculty and staff recommendations for program improvements and/or new program efforts.

Develop and manage grants and special projects.

Work collaboratively with faculty to develop an effective schedule of classes to produce a high quality program.

Work within Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a Master's degree in a research-related field (such as statistics, Mathematics, business [MBA, economics], social sciences or education).

Five or more years of professional-level experience in an institutional research and planning, research based consulting, program management or similar setting.

Understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, cultural, disability, religious background, and sexual orientation of community college students.

Preferred Qualifications: Experience with applications of administrative systems in higher education (preferred Banner, reporting and analysis software, program evaluation software, integrated management system for tracking academic program and budget, etc. or equivalent combination).

WORKING ENVIRONMENT:

Environment:

Office environment with daily, staff-faculty interactions, subject to frequent interruptions; travel to off-campus locations may be required.

Physical Abilities:

Dexterity of hands and fingers to operate a computer terminal; seeing to read and analyze financial and statistical reports; utilize speech and hearing to communicate with others in ordinary or telephonic conversation; sitting and standing for extended periods of time.

CLA/ea:1/10/13

Board approved:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD HOW DO WE RATE CHECKLIST
SUMMARY – FOURTH QUARTER 2012

REQUESTED ACTION: INFORMATION

SUMMARY:

In order for the Governing Board to focus on the institution's major issues and questions of policy, the Board of Trustees is encouraged to delegate full responsibility and authority to the President to implement and administer Board policies and the operation of the College. The institutional leaders should likewise foster empowerment, innovation, and institutional excellence through dialogue that builds trust and increases focus on student learning and assessment of learning outcomes, institutional effectiveness, and integrity.

The Accreditation Leadership Adhoc Subcommittee will present for information the results of the fourth quarter "How Do We Rate Checklist" summary for October, November, and December 2012. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution's resolution of the Accreditation Team recommendations.

Government Code: Board Policy: 1016 Estimated Fiscal Impact: \$ N/A
CEO GOALS 2012-2013 – Goal 1 - Ensure completion of accreditation report and meet goals.

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

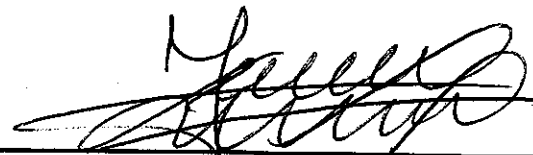
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

January 4, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

January 4, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College District Governing Board
Board's Leadership: How Do We Rate Checklist

Name (Optional) SIX ELECTED TRUSTEES PARTICIPATED

Date January 16, 2013

Please check the applicable boxes in Sections A and B.

Section A: **Rated by:** Trustee CEO

Section B: **Quarter/Date Rated**

(October/November/December) January 16, 2013 (April/May/June) _____
 (January/February/March) _____ (July/August/September) _____

INSTRUCTIONS:

Use this checklist to check your perception of the Board's leadership this quarter. Be as objective as you can. You will receive this checklist in your Board packet each quarter. Please complete and submit it to the Board Secretary at the appropriate Board meeting. **NOTE:** "We" refers to 100% of the Board, e.g., 7 out of 7. If you are aware of one or more Board member/s not in compliance with their duties and/or responsibilities as a Board member, per the question asked, circle "No" as your answer.

Section C: Circle your answer to each area question in the columns to the right.

AREAS	QUESTIONS	ANSWERS	
1.	Have we created an environment in which the CEO has the power to lead the College?	Yes 6	No
2.	Have we delegated authority to the CEO to lead and administer?	Yes 6	No
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 6	No
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 6	No
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 6	No
6.	Are we supporting professional development for the CEO?	Yes 6	No
7.	Are we adhering to the standards of Board ethics?	Yes 6	No
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 6	No
9.	Do we respect and support the CEO?	Yes 6	No
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 6	No
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 6	No
12.	Do all Board members receive the same communications from the CEO?	Yes 6	No
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 6	No

14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 6	No
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 6	No
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 6	No
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 6	No
18.	Is our time spent in governing, not managing, the institution?	Yes 6	No
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes 6	No
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 6	No
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes 6	No
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes 6	No
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 6	No
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 6	No
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes 6	No
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes 6", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes 6	No
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 6	No
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes 6	No
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 6	No
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 6	No
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 6	No
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes 6	No
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 6	No

Section D: Please compute your score below.

A. Count "3" points for each "Yes" answer and "0" for each "No"
 Number of "Yes" answers _____ x 3 points = _____

TOTAL SCORE _____

B. Summary

- i. What score did you give the Board? 99
- ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column):

One Participant Responded: Teamwork – getting through accreditation.
One Participant Responded: Team and open communication.

- iii. Where do we need to improve? (List areas by the applicable number(s) in the first column.)

C. **Grade** your perception of the Board’s Leadership this quarter with this scale. **Check your grade.**

<input checked="" type="checkbox"/>	= 6	Effective: 90 or above	<input type="checkbox"/>	Good: 78 – 87
<input type="checkbox"/>		Average: 66 – 75	<input type="checkbox"/>	Below Average: Under 66

D. Has our Board been an effective leader this quarter? _____ If not, what will it take to become one next quarter? (Write your response on the flipside of pages 1 and/or 2 of this document.)

Six Participants Responded: YES