

AGENDA ITEM 11.(b)  
MEETING DATE February 4, 2015

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

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

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**EMPLOYMENT 2014-2015**

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jill Crompton	From Admissions and Records Analyst (Range 15/Step 6) to Executive Coordinator (Range 35/Step 4)	02/09/15

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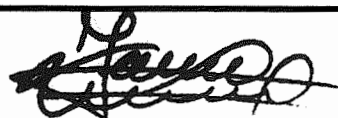
**Wade Larson, D.M.**

Associate Vice President, Human Resources

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January 23, 2015

**Date Submitted**



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

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January 23, 2015

**Date Approved**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD PRIORITIES – 2014-2015  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

At the January 24, 2015, Board Retreat, priorities were identified for the SCCD Board of Trustees.

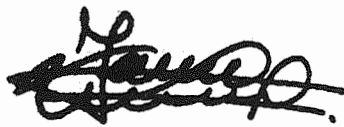
Board of Trustees Priorities:

- 1. Monitor the status and activities related to Measure Q
- 2. Ensure the college has appropriately met accreditation requirements
- 3. Be more involved in legislative advocacy
- 4. Increase the level of communication and information-sharing among board members and the President.

Approval is being requested at this time.

<i>Government Code:</i>	<i>Board Policy: 1016</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

A. Marie Young  
Governing Board President  
**PRESENTER'S NAME**  
4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**  
707 864-7112  
**TELEPHONE NUMBER**  
Administration  
**ORGANIZATION**  
January 23, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

January 23, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT CEO GOALS - 2014-2015  
**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

At the January 24, 2015, Board Retreat, goals were identified for the Superintendent/President (CEO).

Chief Executive Officer (CEO) Goals

1. Develop and implement Student Success Plan and Student Equity Plan to improve student outcomes
2. Develop strategies to increase enrollment, including an image campaign
3. Involve the institution in the accreditation Self-Study preparation and Midterm Report
4. Create and Support a highly qualified, professional, and cohesive administrative team
5. Ensure Human Resource policies and procedures are updated and effectively followed
6. Revise and implement the Staff Equity Plan
7. Implement the Educational and Facilities Master Plans
8. Continue to pursue collaboration with the Vallejo educational community
9. Continue to work to reduce the structural deficit

Approval is being requested at this time.

<i>Government Code:</i>	<i>Board Policy:</i> 2030	<i>Estimated Fiscal Impact:</i> \$ N/A
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

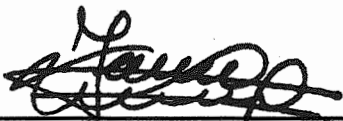
A. Marie Young,  
Governing Board President  
\_\_\_\_\_  
**PRESENTER'S NAME**

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

707 864-7112  
\_\_\_\_\_  
**TELEPHONE NUMBER**

Administration  
\_\_\_\_\_  
**ORGANIZATION**

January 23, 2015  
\_\_\_\_\_  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**



\_\_\_\_\_  
**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

January 23, 2015  
\_\_\_\_\_  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD COMMITTEE ASSIGNMENTS-2015**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The Solano Community College District Board of Trustees identified the following SCCD Board Adhoc Subcommittees for 2015. Approval is requested at this time.

*Government Code:* \_\_\_\_\_ *Board Policy:* **1073** *Estimated Fiscal Impact:* \$ **N/A**

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

A. Marie Young  
Governing Board President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
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**ADDRESS**

707 864-7112

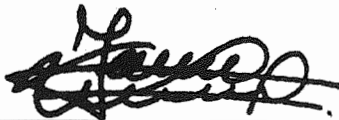
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

January 23, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

January 23, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

The Trustees identified the SCCD Governing Board Adhoc Subcommittees for 2015 as follows:

- **Board Self-Evaluation Adhoc Subcommittee**  
Chair Keith, Trustee Thurston, and Trustee Young
  - **Citizens' Bond Oversight Committee (CBOC)**  
Chair Thurston, Trustee Martin, and Trustee Young
  - **Accreditation Leadership Adhoc Subcommittee**  
Chair Young, President Chapman, and Trustee Martin
  - **Building 600 Subcommittee**  
Chair Honeychurch, Trustee Keith, and Trustee Brown
  - **Solano County School Boards Association (elected 12/17/14 organizational meeting)**  
Trustee Chapman
  - **Audit Subcommittee**  
Chair Young, Trustee Chapman, and Trustee Thurston
  - **Suisun City/Solano Community College Joint Subcommittee**  
Chair Thurston, Trustee Brown, and President Laguerre
  - **Vacaville City Schools Select Committee**  
Chair Chapman and Trustee Martin (rotate as needed)
  - **Vallejo Education and Business Alliance (VEBA)**  
Trustee Thurston and Trustee Young
  - **Proposed - City of Fairfield/SCC Joint Subcommittee**  
Trustee Brown and Trustee Honeychurch (when identified)
- Dr. Jowel Laguerre to investigate the interest of a Joint Dixon/Winters Subcommittee*
- **Policies and Procedures Adhoc Subcommittee**  
Chair Thurston, Trustee Keith, and Trustee Young  
Alternate: Trustee Chapman
  - **Superintendent-President's Measure Q Adhoc Subcommittee**  
Trustee Chapman, Trustee Thurston, and Trustee Young  
Alternates: Trustee Honeychurch and Trustee Martin
  - **CCCT Board of Directors Subcommittee – (Meets in January to nominate in January if someone from the SCCD Board is running and prepares a ballot for a vote from the SCCD in March 2015).**  
Chair Honeychurch and Trustee Chapman

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** EMPLOYMENT CONTRACT –  
SUPERINTENDENT/PRESIDENT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The term of the Superintendent/President commences July 1, 2014 and ends June 30, 2018. The powers and duties are outlined in the contract. Dr. Laguerre shall be paid an annual salary of \$237,350.00, plus a stipend for professional allowance, vehicle allowance and doctorate degree. Dr. Laguerre will receive a performance evaluation at least once each fiscal year in accordance within the terms of this agreement.

Approval is being requested at this time.

*Government Code: Board Policy: 2030; 2035; 2045 Estimated Fiscal Impact: \$ \$237,350.00*

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

A. Marie Young  
Governing Board President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

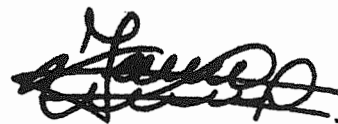
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

January 23, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

January 23, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Solano Community College**  
**Employment Contract**  
**Superintendent-President**

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Dr. Jowel Laguerre (hereinafter "Dr. Laguerre") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Laguerre to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Dr. Laguerre is employed by the District as the Superintendent-President of the Solano Community College District.
3. **TERM:** The term of this Contract commences effective July 1, 2013<sup>4</sup> and ends on June 30, 2017<sup>8</sup>. Upon the expiration of this Contract, the District may reemploy Dr. Laguerre in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Laguerre in an administrative position beyond the Contract's expiration date. The District shall notify Dr. Laguerre of the District's decision not to reemploy him by March 15 of the final year of the Contract, which shall constitute the sole and exclusive notice to which Dr. Laguerre is entitled. In the absence of such notice not to reemploy, Dr. Laguerre shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **POWERS AND DUTIES:**
  - a. Dr. Laguerre represents that he is specially trained, experienced, and competent to serve as Superintendent-President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.
  - b. Dr. Laguerre shall render full-time service in his position and shall have such powers and exercise such duties as are given him by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.
  - c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Laguerre.
  - d. Dr. Laguerre shall, unless otherwise ordered, serve as Secretary to the Governing Board.
  - e. Dr. Laguerre, in fulfilling his duties and exercising his powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.
  - f. Dr. Laguerre shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

- g. Dr. Laguerre shall work in a team relationship with District administrative members in support of the Board.
- h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. **COMPENSATION AND BENEFITS:**

- a. Salary and Work Days: Dr. Laguerre shall be paid an annual salary of \$237,350.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Laguerre and the Governing Board. Dr. Laguerre shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Laguerre works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Laguerre work less than twelve (12) months, he may be paid in either twelve equal installments or for actual months worked.
- b. Salary Increase: Any salary increase shall be determined by the Governing Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.
- c. Benefits: Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Laguerre and his dependents shall be entitled to receive District-paid medical, vision, and dental insurance, and Dr. Laguerre shall be entitled to receive District-paid life insurance coverage, under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.
  - 1) In lieu of District-paid benefits, Dr. Laguerre may submit a medical benefit waiver request to the District. If approved by the District, Dr. Laguerre shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the he participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
  - 2) Dr. Laguerre has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Laguerre leaves the District after completing ten consecutive years of full-time service, Dr. Laguerre shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Laguerre reaches retirement age provided he pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.



- d. Relocation Costs: ~~Dr. Laguerre shall be reimbursed for reasonable relocation costs. The amount reimbursed shall be based upon the lowest of three oral estimates obtained by Dr. Laguerre.~~
- e. Fund-Raising/Entertainment/Recognitions Allowance: Dr. Laguerre shall receive in addition to any salary, a travel and entertainment allowance not to exceed \$5,000 per fiscal year with receipts. District issued credit card may be used as part of the \$5,000.
- f. Professional Allowance: Dr. Laguerre shall receive, in addition to any salary, an allowance of up to \$3,000 per year, which sum shall be used to maintain his professional competency and leadership by attending such conferences or meetings as he and the Board President deem necessary, subject to Board approval of his absence. Said sum shall be used for all reasonable and necessary expenses, including civic and professional membership dues, travel, meals, lodging and registration fees, and editing. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred.
- g. Vehicle Allowance: The District shall provide Dr. Laguerre with an annual vehicle allowance in the amount of \$5,000.00.
- h. Remote Access: The District shall provide Dr. Laguerre with a laptop computer and reasonably necessary accessories that would enable him to remotely access his campus e-mail.
- i. Stipend for Doctorate Degree: Dr. Laguerre shall receive an additional stipend of \$2,400 upon possessing an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.
- j. Travel and Transportation: Dr. Laguerre shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred. Alternatively, the District may provide Dr. Laguerre with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.

- k. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Laguerre and his spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Laguerre and/or his spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
- 1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
  - 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1<sup>st</sup> year of retirement.
  - 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6<sup>th</sup> and 7<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).
  - 4) No health and welfare benefits provided but will receive \$20,000 in the 1<sup>st</sup> through 4<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Laguerre for any costs, if any, incurred by Dr. Laguerre or his spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. CONDITIONS OF EMPLOYMENT: This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION**: Dr. Laguerre shall receive a performance evaluation at least once each fiscal year in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Laguerre's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Laguerre. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Laguerre shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Dr. Laguerre's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Laguerre and he shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Laguerre in a timely manner to discuss the evaluation.

8. **ADMINISTRATIVE REQUIREMENTS**: Upon assuming his duties, Dr. Laguerre shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
9. **HOLD HARMLESS**: Upon the written request of Dr. Laguerre, the District shall provide for the defense of any civil action or proceeding brought against Dr. Laguerre by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Laguerre's employment with the District subject to the following:
- a. Dr. Laguerre agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
  - b. The choice of counsel is within the District's discretion.
  - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.
10. **SEVERABILITY**: If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.
11. **TERMINATION OF CONTRACT**:
- a. Dr. Laguerre may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to Dr. Laguerre, which will be forwarded to the Governing Board for consideration.

- b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Dr. Laguerre, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon Dr. Laguerre. Dr. Laguerre shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, at his option either in writing or during a meeting with the Governing Board, prior to final Board action on terminating the Agreement, terminating the employment of Dr. Laguerre with the District, or imposing any other penalties during the term of this Agreement. This shall constitute his exclusive right to due process except as otherwise required by law. Any references to District Polices shall not in any way grant the Superintendent/President due process rights in his administrative position or any other position with the District beyond those set forth in this Contract.

- c. Dr. Laguerre shall notify the Board President of his intent to apply for employment elsewhere and the reasons therefore. Dr. Laguerre shall further notify the Board President if he becomes a candidate for employment elsewhere and of any interviews scheduled with another employer prior to the interview. The failure to follow these requirements shall be deemed to constitute a material breach of this Contract, and the District may terminate this Agreement for cause as set forth above.

12. **MAXIMUM CASH SETTLEMENT:** In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr. Laguerre multiplied by eighteen (18). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until Dr. Laguerre finds other employment, whichever occurs first.

13. **EXEMPT STATUS:** Dr. Laguerre is exempt from overtime provisions of District policies and state and federal law.

14. **ENTIRE CONTRACT:** This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Dr. Laguerre. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.

15. **NON-WAIVER:** Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Sarah E. Chapman, Ph.D.~~ A. Marie Young  
Board President  
Solano Community College District

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** AVIATION AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT, HUAMEIJIADAI  
INVESTMENT FUND MANAGEMENT COMPANY, LTD.,  
AND UNITED STATES EDUCATION FOUNDATION, INC.

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

An agreement between Solano Community College District identified as "SCCD" and Huameijiadai Investment Fund Management Company, Ltd., identified as "Huameijiadai" and the United States Education Foundation identified as "USEF" is in place to provide certificate training courses to international students from China in basic aircraft maintenance technologies.

The agreement may be terminated by providing the other parties with 60-day notice in writing stating reason for termination.

This agreement has been vetted by legal counsel.

A copy of the agreement is available in the Office of the Superintendent-President.

*Government Code:*                      *Board Policy:*                      *Estimated Fiscal Impact: \$ 675,000*

**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

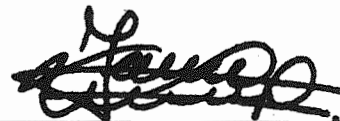
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

January 23, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

January 23, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Exclusive Agency Agreement  
独家代理协议

This Exclusive Agency Agreement is entered into by and between:  
本独家代理协议双方分别为:

Solano Community College with its principal office and operation located at 4000 Suisun Valley Road, Fairfield, CA 94534 -United States of America; having business registration number: 37-1530205 , United States of America Federal Aviation Administration Air Agency CertificateNumber:DB9T080R, principal contact person Dr. Jowel C. Laguerre, Superintendent-President and contact phone number: (707) 864-7112 email address: jowel.laguerre@solano.edu hereinafter referred to as "Aeronautic Maintenance Training Provider" or "Solano Community College"  
索拉诺社区学院。其校舍及校长办公室位于美国加州费尔菲尔德市, Suisun Valley 路 4000 号, 邮编 94534 ; 商业登记号码: 37-1530205, 美国联邦航空局航空代理证书编号: db9t080r。主要联络人, 乔韦尔 C.拉盖尔博士, 监督人及联系电话: 7078647112, 电子邮件地址: jowel.laguerre@solano.edu 以下简称“航空维修培训机构”或“索拉诺社区学院”

And:  
和

HUAMEIJIADAI (BEIJING) INVESTMENT FUND MANAGEMENT CO., LTD whose principal place of business is Room 3205 Tower 5, SOHO Modern City, 55 East Third Ring Road, Chaoyang District, Beijing 100020, China; having business registration number: 110105017724247, principal contact person Ms. Qun Wang (Qun Wang) , CEO of the business with her office phone number +8601065091771 and email address wangqun7676@163.com; hereinafter referred to as the "Representative" or "HUAMEIJIADAI".

华美加戴(北京)投资基金管理有限公司, 公司的主要营业地点, 中国北京朝阳区, 东三环 55 号, SOHO 现代城 5 号楼 3205 房间, 邮政编码 100020; 商业登记号码: 110105017724247, 主要的联络人, 王群女士, 首席执行官, 办公室电话号码+8601065091771, 电子邮件地址 wangqun7676@163.com; 以下简称“代表方”或“华美加戴”。

And:  
以及

UNITED STATES EDUCATION FOUNDATION INC. whose principal place of business is 718 Monaghan Circle, Vacaville, CA 95688, USA; having business registration number: C3540016; principal contact person Mr. Paul Cheng, CEO of the business with his

office phone number (707) 514 6707 and email address: usef.edu@gmail.com; hereinafter referred to as the "USEF".

美国教育基金会有限公司, 主要营业地点为美国加州瓦卡维尔市, 莫纳汉圈 718 号, 邮编 95688; 商业登记号码: c3540016; 主要联系人郑汉星 (保罗郑), 业务首席执行官, 办公室电话号码 (707) 514 6707, 电子邮件地址: usef.edu@gmail.com; 以下简称"USEF"。

## 1. GENERAL DESCRIPTION

### 1. 一般说明

1.1 Solano Community College shall provide certified training courses to international students from China in basic aircraft maintenance technologies.

1.1 索拉诺社区大学应为来自中国的国际学生提供基本飞机维修技术的证书培训课程

1.2 The objective of the courses is to enable the student to pass written, oral and practical examinations from the Federal Aviation Administration for airframe, power plant, and general maintenance.

1.2 课程的目的是使学生通过由美国联邦航空管理局提供的, 有关机体, 动力装置, 一般维修的笔试, 口试和实际操作考试。并获得这些许可证。

1.3 HUAMEIJIADAI works as the Exclusive Agent in China to provide Chinese students to Solano Community College in the State of California, United States of America as detailed in this Agreement.

1.3 华美加戴作为在中国独家代理, 为本协议中的美国加利福尼亚州的索拉诺社区学院提供中国学生。

1.4 USEF acts as the exclusive agent for home-stay/accommodation and the guardian of the students as detailed in this Agreement.

1.4 USEF 作为独家代理, 为本协议中的学生提供接待、寄宿家庭及学生监护人。

## 2. LICENSES AND CERTIFICATIONS

### 2. 许可证和认证

2.1 All parties confirm and accept that Solano Community College is accredited by The Federal Aviation Administration under DB9T080R and the State of California, and is authorized to conduct the programs set forth in sections 1.1 and 1.2 of this Agreement. Solano Community College must provide below legal documentation before the agreement signed:



2.1 各方确认并接受,索拉诺社区学院是经美国联邦航空管理局(认证号 db9t080r)和加利福尼亚州认证并授权进行本协议 1.1 和 1.2 节中规定的项目。社区学院必须在本协议签订前,提供下列法律文件:

2.1.1 Copy of legal document (certification, authorization .etc.) from The Federal Aviation Administration under DB9T080R-

2.1.1 美国联邦航空管理局(认证号 db9t080r)

2.2 It is confirmed and accepted by all parties that Solano Community College is authorized by the Department of Homeland Security to recruit international students, including those studying Aeronautic Maintenance.

2.2 各方确认并接受索拉诺社区学院被国土安全部授权招收国际学生,包括来自中国的航空维修专业的学生。

2.3 It is confirmed and accepted by all parties that all Solano Community College employees conducting such training are qualified and certified by the FAA.

2.3 各方确认并接受索拉诺社区学院的有关教职员工都培训合格并由 FAA 认证。

2.4 It is the responsibility of Solano Community College to maintain all licenses, certifications, and qualifications as described in sections 2.1, 2.2 and 2.3 of this Agreement during the course of this Agreement. It is also the responsibility of Solano Community College to keep its programs efficient, professional and competitive during the course of this Agreement. Solano Community College and USEF shall guarantee the cost list in the agreement and appendix.

2.4 索拉诺社区大学有责任在本协议履行过程中持有所有执照、证书等如 2.1, 2.2, 2.3 节中所述的资格。索拉诺社区大学在本协议期间有责任保持本项目有效性,专业性及竞争力。社区学院和 USEF 保证仅收取本协议及附件规定的费用。

### 3. INTENT TO SUPPLY PROSPECTIVE STUDENTS TO THE SOLANO COMMUNITY COLLEGE SCHOOL OF AERONAUTICS

3.为索拉诺社区学院航空专业提供学生的原始目的

3.1 It is accepted by all parties under 5 conditions below that the Representative has researched, contacted and contracted suitable provisions and is able to supply a steady flow of student applicants to the Aeronautic Maintenance Training Provider on

regular basis, in groups of at least 24 qualified students (High School completers and English proficient), who agrees to accept the said students according to this agreement.

3.1 各方确认并接受，代表已经研究，联络及协调，在下述五个条件都满足的前提下，华美加戴为航空维修培训机构提供常规稳定的申请者生源。至少 24 名高中毕业生，英语水平良好。

3. 1.1 SCC has obtained all related authorization/license and documentation from FAA, State of California and DHS as stated at 2.1, 2.2, and 2.3.

3.1.1 社区学院已经获得 2.1, 2.2, 2.3 节中所述的联邦航空局、加州政府及美国国土安全部颁发的有关本协议项下培训的各项授权、执照及认证资格。

3.1.2 All related courses (include but not limited at #8) name, content, course material, instruction and hands-on experience has been confirmed that SCC has fully prepared for course material, instructors and educational equipment, so that Chinese student can receive regular training.

3.1.2 有关培训的全部课程（包括但不限于本协议第 8 条所列课程）名称、内容、教材、教学已妥善安排。实践已经表明，社区学院已经做好培训教材、师资及教学设施方面的准备，使中国学生能够开展正常的培训。

3.1.3 At the end of the program, Chinese students shall obtain related Certificate of Achievement from SCC and be ready to sit for FAA testing.

3.1.3 中国学生在培训结束时，能够获得索拉诺社区学院的结业证书，及美国民航局的考试资格。

3.1.4 Solano Community College shall provide program fee (including estimate costs of textbooks, extra materials, instruments and equipment, and all other known costs) to the representative.

3.1.4 社区学院将每个中国学生在美国的单科学费（包括教材、参考资料、教具或设备使用费等）以详细清单的形式提供给华美加戴。

3.1.5 USEF shall provide boarding cost (housing, food, transportation etc.) to the representative.

3.1.5 USEF 将每个中国学生在美国期间住校或在当地居民家（住房，食品，交通等）居住每月所需支付的食宿费以详细清单形式提交给华美加戴。

3.2 All parties accept that it is the responsibility of HUAMEIJIADAI, with the support of Aeronautic Maintenance Training Provider, to ensure prospective students can read, speak and understand English in accordance with the immigration laws regulations

of the United States. Before students leave China, USEF will recommend and/or arrange for all students to go through appropriate English training course(s) or achieve the score of TOEFL 71 or equivalent. USEF will further arrange students to have a Skype video interview with Aeronautic Maintenance Training Provider. Alternatively students may come to USEF/SCC to study English and achieve the score of TOEFL 71 or appropriate level of English proficiency.

3.2 各方确认并接受，华美加戴有责任在航空维修培训机构的支持下确保学生满足美国移民法要求下的基本的英文阅读、口语及理解能力。在学生离开中国之前，USEF 会建议学生参加相关的英文培训课程，并达到托福 71 分或同级要求。USEF 将会安排学生与航空维修培训机构的 Skype 面试。或者，学生可以来 USEF/SCC 学习英文并达到托福 71 分或足够好的英语水平。

#### 4. EXCLUSIVE AGENCY RIGHTS FOR CHINA

##### 4. 中国独家代理权

4.1 The Aeronautic Maintenance Training Provider agrees to allow the Representative the “Exclusive Agency Rights” to supply students from “CHINA” for seven years from the date this agreement is signed. Solano Community College shall not at any time during this Agreement enter into negotiations with any other representative or individual from China regarding any business relating to this Agreement without the knowledge and participation of HUAMEIJIADAI. The Representative and Solano Community College may work with other entities together to achieve their common goal of enrolling students into the special aeronautics program, and receiving the appropriate certificate(s) from SCC and be able to sit for the FAA license. Solano Community College and USEF reserve the rights to establish other training centers to meet the needs of the students. The Representative may lose “Exclusive Agency Rights”, and Solano Community College shall have the right to terminate this Agreement if SCC satisfied all conditions stated at 3.1 but if Representative is not able to produce 96 students by August 30, 2016.

4.1 航空维修培训机构同意并允许代表方的“独家代理权”，在协议签订起七年内从中国提供学生。索拉诺社区学院不得在本协议期间在华美加戴不知情或不参与的前提下，与任何其他代表或个人协商关于中国的任何与本协议相关的业务。代表方和索拉诺社区学院可以与其他实体一起工作来实现为专用航空计划招生并以获得索拉诺社区学院结业证书并参加美国民航局证书考试为共同目标。索拉诺社区学院和 USEF 保留建立其他培训中心以满足学生需求的权利。如果代表方在社区学院满足本协议 3.1 条规定的条件后，仍不能够提供在 2016 年 8 月 30 日前提供 96 名学生，代表方可能会失去独家代理权，且索拉诺社区学院有权终止此协议；

4.2 Any business leads and/or inquiries received by Solano Community College relating to this Agreement from within CHINA and that may lead to a business within

CHINA will be redirected back to HUAMEIJIADAI to handle and will be governed by this agreement.

4.2 索拉诺社区学院收到的任何在中国区与本协议相关的商业信息和诉求将会被转至华美加戴处理并受本协议监督。

4.3 The Aeronautic Maintenance Training Provider agrees to expand and accommodate qualified and eligible students where possible in its sole and exclusive judgment in order to ensure the Representatives growth is not hindered, and keep Representative informed of such efforts.

4.3 如有必要，航空维修培训机构在独自评判后可以扩大规模，通知代表方在中国招收更多合格学生，以保证代表方的发展不受阻碍。

4.4 Solano Community College will have exclusive rights to students recruited by HUAMEIJIADAI for the three programs listed above. If Solano Community College cannot accommodate the students within a reasonable period of time, USEF and HUAMEIJIADAI will be free to find other options for Solano Community College with the approval of Solano Community College. Solano Community College's accommodations may include subcontracting with other schools. Within six months of the signing of the agreement, SCC will find partners to facilitate accommodation or this clause will be deleted.

4.4 索拉诺社区学院对华美加戴招募的参与以上三个项目的学生有专有权。如果索拉诺社区学院不能在一定时间内为学生提供基本飞机维修技术的证书培训课程，USEF和华美加戴将可以在索拉诺社区学院许可的前提下为索拉诺社区学院寻找其他选项。索拉诺社区学院的基本飞机维修技术的证书培训课程可能外包给其他学校。在该协议签署的六个月内，SCC将寻找合作伙伴，以促进生活保障否则本条款将被删除。

## 5. MARKETING

### 5. 营销

5.1 The Representative agrees to promote Solano Community College programs in a professional way to local Chinese markets based on instructions from Solano Community College and in line with Solano Community College's marketing strategy. The Representative shall inform the Aeronautic Maintenance Training Provider in advance of the number of students arriving for any class.

5.1 代表方同意以专业的方式为索拉诺社区学院，在索拉诺社区学院的指导下，在中国本土市场宣传索拉诺社区学院项目。代理方应将学生参加人数事先通知航空维修培训机构。

5.2 The Aeronautic Maintenance Training Provider agrees to support at no cost and assist the marketing in China including but not limited to providing up to date school information and legislation/regulation updates, brochures, flyers, other marketing

materials, advertising quality electronic images, videos, telephone/email support, and website support at no cost.

5.2 航空维修培训机构同意无偿支持并协助在中国的市场推广，包括但不限于无偿提供最新的学校信息，更新的法律/法规，宣传册，传单，其他营销材料，广告质量的电子图像，视频，电话/电子邮件支持，和网站的支持。

5.3 All parties shall announce that HUAMEIJIADAI is the Exclusive Agent in China for Solano Community College Aeronautics program on their respective web sites.

5.3 各方都将在各自的网站上宣布华美加戴是索拉诺社区学院航空项目计划在中国的独家代理。

5.4 Solano Community College shall provide the Representative use of its logo for the sole purpose of marketing the Aeronautics program in China. The Representative shall not use the Solano Community College logo for any other purpose.

5.4 索拉诺社区大学应为代表方提供仅用于在中国区推广航空计划的标志。代表方不得使用索拉诺社区学院的标志用以任何其他目的。

5.5 The Representative agrees to organize seminars and to take part in exhibitions twice per year to promote Solano Community College and its programs when SCC satisfies conditions stated at 3.1.

5.5 代表方同意在社区学院满足上述 3.1 条规定的培训条件后，每年两次举办研讨会和参加展览，以推广索拉诺社区学院及其项目。

## 6. SUBAGENTS AND SUBCONTRACTORS IN CHINA

### 6. 中国代理和分包商

6.1 The Aeronautic Maintenance Training Provider agrees and supports cooperation between HUAMEIJIADAI and its Chinese partners within the framework of this Agreement. HUAMEIJIADAI agrees and supports the Aeronautic Maintenance Training Provider's working relationships with other partners as long as prospective students in China are directed to Representative.

6.1 航空维修培训机构同意并支持华美加戴与其中国合作伙伴之间在本协议框架内的合作。华美加戴在所有中国学生都会被转到代表方的前提下，同意并支持航空维修培训机构与其他伙伴的工作关系。

6.2 HUAMEIJIADAI shall take overall responsibility to make sure all of its partners, including all subagents and subcontractors, conduct their businesses legally, professionally and also follow Solano Community College's and HUAMEIJIADAI's marketing strategies and procedures. HUAMEIJIADAI has the sole and exclusive right to select suitable partners, including subagents and subcontractors, and to enter into

or terminate any agreements with those partners.

6.2 华美加戴应全面负责，确保所有的合作伙伴，包括所有的代理和分包商，合法经营，保持专业性，并遵循索拉诺社区学院和华美加戴的营销策略和程序。华美加戴对合作伙伴，包括代理和分包商的选择有独家权利，并有权终止与这些合作伙伴的任何合作协议。

6.3 Solano Community College will not enter into any negotiations, contracts or agreements with HUAMEIJIADAI's partners, including all subagents and subcontractors, during the course of this Agreement. There will be no money transferred between Solano Community College and HUAMEIJIADAI's partners. There will be no enrollment applications accepted from HUAMEIJIADAI's partners. All marketing instructions, marketing support inquiries and all other correspondences and activities relating to marketing in China and recruitment for Aeronautic Maintenance Training Provider will be handled through HUAMEIJIADAI only during the course of this Agreement.

6.3 索拉诺社区学院在本协议期间将不参与任何华美加戴与其合作伙伴，包括所有的代理和分包商协议的谈判。索拉诺社区学院和华美加戴的合作伙伴之间不会有任何金钱来往。华美加戴的合作伙伴所提出的申请将不被接受。所有在本协议执行期间与市场相关的指引，操作支持和其他在中国的相关活动，以及为航空维修机构的招生都将通过华美加戴执行。

6.4 HUAMEIJIADAI will immediately inform Aeronautic Maintenance Training Provider of any change to its partners, including all subagents and subcontractors. The Aeronautic Maintenance Training Provider will keep the record of all those secondary partners, including but not limited to, their names, addresses, and related operating information. All the students HUAMEIJIADAI sends to the Aeronautic Maintenance Training Provider will be labeled as from which partner so Aeronautic Maintenance Training Provider can keep students' information filed together with the partners' information for emergency contact purposes.

6.4 华美加戴有合作伙伴的任何变化，包括所有的代理和分包商，将立即通知航空维修培训机构。航空维修培训机构会保留所有次级合伙人的记录，包括但不限于，他们的名字，地址，和相关的操作的信息。所有华美加戴提供给航空维修培训机构的学生都将被分别标记出具体来自哪个合作伙伴，以保证学生信息的统一，以及为紧急情况下联络提供方便。

6.5 Upon written request from HUAMEIJIADAI, the Aeronautic Maintenance Training Provider agrees to issue, in a timely manner, a formal paper based "Sub Agency Certificate" to those partners that will include the school superintendent/president's signature, school's common seal or stamp, date and agency number. The agency number will be decided by HUAMEIJIADAI and sent with the request. SCC shall guarantee the legality of "Sub Agency Certificate", or need to fulfill the actual loss of

Representative.

6.5 在从华美加戴书面请求下，航空维修培训机构同意及时为合作伙伴提供书面的“子代理证书”，包括学校管理者/校长签署的正式文件，学校共同印章，日期和机构号码，该机构的号码将由华美加戴决定并发送请求。社区学院保证上述“子代理证书的合法有效性”，否则应赔偿由此给代表方造成的实际损失。

6.6 From time to time, some secondary partners might be determined by HUAMEIJIADAI as suitable to develop their own subsequent partners. At the time when HUAMEIJIADAI request it, on behalf the secondary partners, Aeronautic Maintenance Training Provider agrees to include a clause or wording of allowing such subsequent partners into the Sub Agency Certificate as in clause 5.5 of this agreement. HUAMEIJIADAI will take overall responsibilities of such cooperation and all activities will be governed by this agreement.

6.6 一定时间后，一些二级合作伙伴在华美加戴的决定下可以发展合适的其次级合作伙伴。当华美加戴代表其二级合作伙伴提出请求时，航空维修培训机构将在 5.5 条款下增加该次级合作伙伴并授予许可。华美加戴将对此协议执行承担全部责任。

## 7. AIRCRAFT, EQUIPMENT, CLASSROOM AND SUPPORTED PROPS

### 7. 飞机，设备，教室和道具支持

7.1 The Aeronautic Maintenance Training Provider agrees to maintain all aircrafts, laboratories, equipment, classrooms and supported props used for the training in accordance with FAA requirements and accepts responsibility to maintain all equipment in accordance with the manufacturer's recommendations at all times during this Agreement.

7.1 航空维修培训机构同意在协议期间保持所有飞机，实验室，设备，教室和支持的道具以满足美国联邦航空局要求并对按生产商建议维护设备负责。

7.2 In the event that the Aeronautic Maintenance Training Provider cannot provide continuous aeronautic maintenance training which would lead to the students inability to complete their training or a major delay to the completion of the training, the Aeronautic Maintenance Training Provider agrees, upon student request, to terminate the training, refund unused portion of the training tuition, and provide assistance to students in transferring their training to another suitable training school in consultation with the Representative. If student makes a claim against the Representative, SCC shall indemnify the Representative up to the cost of training tuition.

Solano Community College will follow ACCJC requirements for course or program cancellations. No refunds will be provided to students after payments, except if visa is not granted. However, students may receive credits toward future enrollment in the following manner:

- 50% after the first sixteen weeks;
- 25% after the first 24 weeks.
- No refund or credit after the 24th week.
- The credit is not transferrable to a third party.

7.2 如航空维修培训机构不能继续提供航空维修训练，导致学生无法完成或重大延迟完成学业时，航空维修培训机构同意在学生的要求下，终止培训，学费将按还未使用的部分退还，并与代表方一起为学生提供转学方面的支持和咨询；如果学生因此向代表方提出赔偿请求，社区学院将赔偿由此使代表方遭受的损失。

索拉诺社区学院将遵循 ACCJC 的课程要求或取消。学生付款后不予退款（除非无法取得签证）。但是，学生可以将未用完的余额学分转移到未来的课程上：

- 0-16 周，50%费用可转
- 17-24 周，25%费用可转
- 25 周及以后，不可转
- 余额学分不可转让第三方

7.3 It is also agreed by both parties that HUAMEIJIADAI may request training data, feedback and comments directly from enrolled students regarding the training and services provided by Aeronautic Maintenance Training Provider. Any data, feedback and comments will be used to promote Aeronautic Maintenance Training Provider and also to assist HUAMEIJIADAI to make or adjust recommendations to future students and their parents.

7.3 双方同意华美加戴可以直接从在校学生处要求由航空维修培训机构相关的训练数据、反馈和评论。任何数据、反馈和评论将用于推广航空维修培训机构，并协助华美加戴对未来的学生和家长提供建议。

## 8. COURSES AND ENROLLMENT

### 8. 课程和招生

8.1 The Airframe Certificate course is planned to be completed within 14 months and consists of 41 units, containing all required subjects.

8.1 机身证书课程计划将在 14 个月内完成，包括 41 个单元，包含所有必修科目。

8.2 The Power plant Certificate course is planned to be completed within 14 months and consists of 41 units, containing required subjects.

8.2 发电厂证书课程计划将在 14 个月内完成，包括 41 个单元，包括必修科目。

8.3 The Maintenance Certificate course is planned to be completed within 14 months and consists of 21 units, containing all required subjects.

8.3 维修证书课程计划将在 14 个月内完成，包括 21 个单元，包含所有必修科目。

8.4 Solano Community College agrees to assist students to take required FAA



certificate examinations. Students shall be ultimately responsible for the requirements, schedule, location, application process, and costs of all FAA certificate examinations.

8.4 索拉诺社区学院同意协助学生学习所需的 FAA 认证考试。学生应对 FAA 认证考试相关的要求，计划，位置，应用程序，和成本最终负责。

8.5 For the students who do not pass FAA certificate examination, Solano Community College agrees to provide additional training and assistance as required so the students can sit for supplementary examinations tuition free for two months. This assistance does not cover living expenses.

8.5 没有通过 FAA 证书考试的学生，索拉诺社区学院同意提供额外两个月免学费的培训和协助，让学生可以参加补考。这种援助不包含生活费。

8.6 Upon satisfactory completion of the course, Solano Community College agrees to certify student's eligibility to sit for the FAA tests. Students will be issued the proper Solano Community College certification (certificate of Achievement).

8.6 在课程圆满完成，索拉诺社区学院同意授予学生参加联邦航空局的考试资格。学生会获得索拉诺社区学院的结业证书。

8.7 All parties agree that the course starts with SCC satisfying all conditions stated at 3.1, and no later than the first of September in 2015. SCC shall send all related course content and same certificates with official stamp to Representative as promotion material. The Representative shall send all necessary student information to the Aeronautic Maintenance Training Provider at least three (3) months prior to the beginning of the course to allow students time to go through visa application process.

8.7 各方同意，本课程在社区学院具备本协议 3.1 条所列各项条件之日（不得晚于 2015 年 9 月 1 日）开始。社区学院应将各门课程内容、学生毕业及格后所能够获得的培训证书以书面盖章形式发给代表方作为招生资料；代理方应在课程开始之前至少三个月，将所有必要的学生信息发给航空维修培训机构，以给学生充分时间办理签证手续。

8.8 It is understood and accepted by all parties that Solano Community College has a "Student Employment Assistance Program" in place to help students' seeking jobs in China with support of HUAMEIJIADAI. Solano Community College has the sole and exclusive right to manage its "Student Employment Assistance Program."

8.8 各方理解并接受，索拉诺社区学院有一个“学生就业援助计划”，在华美加戴的支持下，帮助学生寻求在中国工作。索拉诺社区大学对“学生就业援助计划”有独家管理权。

## 9. STUDENT LODGING AND ACCOMODATIONS

## 9. 学生住宿和生活

9.1 All parties agree that it is the responsibility of USEF to ensure adequate housing has been established prior to arrival in the United States of America and provide all related information three months in advance. It is the responsibility of the student to ensure sufficient funds according to information provided by USEF are available to secure such accommodation.

9.1 各方同意，USEF 有责任事先（至少在中国学生抵达美国前三个月）向代表方提供在当地食宿的标准，并在学生抵达美国之前保证充足的房屋。学生有责任确保按照 USEF 事先通知的标准提供足够的资金来确保这样的住宿。

9.2 It is also agreed by all parties that students who require additional training outside of structured program will be required to pay all additional fees, including but not limited to aircraft hourly rates and other related fees.

9.2 各方达成共识，对需要项目额外培训的学生，学生将支付额外费用。包括但不限于飞机每小时的费用和其他相关费用。

9.3 All parties agree that any changes to the course, including price, must be reviewed and agreed upon by all parties with written approval at the end of each contract year. Any party proposing changes to the course must provide the proposed changes to the other party in writing 60 days before the end of the contract.

9.3 各方达成共识，任何课程变化，包括价格，必须由各方在每合同年度结束时商定审核。任何提出改变的一方必须在合同结束前 60 日书面向另一方提供修改建议并经各方书面同意。

9.4 The Representative will be responsible for the visa application. USEF agrees to take reasonable steps to ensure the well-being of the students while they stay in the United States by providing students accommodation assistance, employment assistance, and medical and/or emergency assistance. This clause remains valid upon termination of this agreement as long as the students are still in United States and participating in training at the school.

9.4 代表方将负责签证申请。USEF 同意对学生在美期间的一切事宜，包括提供学生住宿协助，就业协助，医疗和紧急情况协助。这一条款在本协议终止后仍然有效，只要学生仍在美国参加培训。

9.5 USEF agrees to offer suitable housing to students, transport students to and from a nearby International Airport and provide daily transportation between students' provided lodging and school.

9.5 USEF 同意向学生提供合适的住房，负责接送学生到附近的国际机场，并提供日常生活交通。

9.6 USEF and Solano Community College agree to, with written authority from each student, publish a profile of each student on the school website in order to assist the students further job seeking back in China. Students' profile contains but not limited to: students' ID number; student's picture; name; starting and finish date; certificate and grade point average (GPA); hours and achievement update; chief instructor or principal's reference letter; diploma from school, and corresponded FAA certificate when student pass the FAA exam.

9.6 USEF 和索拉诺社区学院同意, 在学生的书面许可下, 在学校网站发布学生档案, 以帮助学生在回国后进一步寻找工作。学生档案包括但不限于: 学生的身份证号码; 学生的照片; 姓名; 开始和完成日期; 毕业证书和等级(GPA); 小时数和成果; 首席讲师或校长的推荐信; 学校颁发的毕业证书, 以及通过 FAA 考试的学生所获得的 FAA 颁发的认证书。

9.7 HUAMEIJIADAI will receive students'I-20 from Solano Community College within one week of sending through the request and providing all necessary documentation. HUAMEIJIADAI will assist students to prepare themselves for visa applications.

9.7 华美加戴会在提交所有必要文件的一周内, 从索拉诺社区学院收到学生的 I-20 表格。华美加戴将协助学生准备签证申请。

## 10. FINANCIAL

### 10. 财务

10.1 It is agreed by Solano Community College and HUAMEIJIADAI that the Representative will collect the tuition for SCC.

10.1 索拉诺社区学院和华美加戴同意, 代表方将代 SCC 收取学费。

10.2 Representative will remit tuition, to SCC prior to the College's issuance of the I-20 and 90 days prior to the beginning of the term. Any student who is not successful at obtaining a student visa will be refunded the tuition by Representative.

10.2 学校签发 I-20 之前和学期开始前 90 天向 SCC 汇款学费。任何没有成功获得签证的学生将由华美加戴负责退款。

10.3 The payment method is by TT/Wire Transfer unless the parties agree otherwise in writing.

10.3 付款方式是电汇/转帐, 除非双方达成书面协议则可另外操作。

10.4 The Representative agrees to pay USEF 5% commission on every student's tuition, USEF is not responsible for tax on China side, but responsible for its own tax in the United States.

10.4 代表方同意支付 USEF 每个学生学费 5% 的佣金, USEF 无需担负中国方面税务, 但需自行缴纳美国方面税务。

## 11. COMMISSION CHARGES

### 11. 手续费

11.1 The Representative agrees to charge and receive all payments for work done under this Agreement directly from students and not from Solano Community College. Any such payments are to be retained by the Representative. No monies are due to Solano Community College for this service, and the Representative will not receive commission payments from Solano Community College for work done.

11.1 代表方同意从学生处征收和接收所有本协议下的款项,不通过索拉纳社区学院。任何付款是由代表方保管的。索拉诺社区学院不经手费用,所以代表方不会从索拉诺社区学院收取佣金。

## 12. TERMINATION OF AGREEMENT

### 12. 终止协议

12.1 Any party wishing to terminate this agreement shall do so by providing the other party 60-day notice in writing by letter to be delivered to the party's place of business listed above, stating reason for termination. No party shall be liable for loss of business during this transition. However, if no other parties have violation of the agreement, then the party who initiate the termination of this agreement shall be responsible for the loss of other parties.

12.1 任何一方希望终止本协议应当提前 60 天以邮寄信件至经营地址的书面形式通知另一方,说明终止理由。但是如果其他方没有违反协议的行为,则提出终止协议的一方应根据本协议承担违约责任,赔偿由此给其他方造成的损失。

## 13. BREACH OF AGREEMENT

### 13. 违反协议

13.1 Should the Representative or USEF or SCC be found to be in breach of this agreement, the injured party shall have the right to terminate the agreement effective immediately. The waiver of any breach of the Agreement shall not be construed as a waiver of any subsequent breach. No delay or omission in exercising any right or remedy shall operate as a waiver thereon; the breach party shall be responsible for the loss of injured parties result by the termination of the agreement.

13.1 如果社区学院、代表方或者 USEF 被发现违反本协议,其他守约方有权立即终止本协议。任何违反本协议的弃权说明不得对后续行为有约束力。任何拖延或不履行责任或不补救将视为弃权,违约方应赔偿守约方由于终止协议所受到的损失。

## 14. WEATHER

### 14. 天气

14.1 It is accepted that from time to time forces of nature are dominant and

operation must cease for safety reasons until such that conditions permit the continuation of training. The course may delay, but shall not down size.

14.1 各方同意，如因天气原因或其他自然自然条件影响，飞行训练则因安全原因必须停止，直到条件允许的情况下才能继续开展培训，但由于天气所中断的课时只能延后，不得缩减。

## 15. INDEMNIFICATION

### 15. 赔偿

15.1 The Representative and USEF shall indemnify, defend and hold the Solano Community College harmless from and against all losses, costs and expenses, incurred by the Representative or USEF as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against the Representative or USEF by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by the Representative or USEF in the course of its performance of its obligations under this Agreement.

Solano Community College shall indemnify, defend and hold the Representative and USEF harmless from and against all losses, costs and expenses, incurred by the Solano Community College a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against the Representative or USEF by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by the Solano Community College in the course of its performance of its obligations under this Agreement.

15.1 代表方和 USEF 应赔偿，保护和避免索拉诺社区学院所有因代表或 USEF 作为所产生的版权声明，专利侵权，人身伤害，财产损害所造成的损失，成本和费用。同样适用于本协议项下代表方或 USEF 在履行义务的过程中疏忽行为或不作为所造成的损失。索拉诺社区学院在过程中不应承担损失。

同样，索拉诺社区学院也应保证代表方和 USEF 在其履行义务的过程中不受因索拉诺社区大学疏漏行为所造成的损失。

## 16. INDEPENDENT CONTRACTORS

### 16. 独立的承包商

16.1 This Agreement is by and between 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. The Representative, USEF and SCC will be solely responsible for determining the means and methods for performing the services described herein. All of the Representative's SCC's and USEF's activities will be at their own risk and the Representative, SCC and USEF are hereby given notice

of the Representative, SCC and USEF responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Neither the Representative nor SCC nor USEF nor any of their respective employees shall be included in the classified or faculty service, have any property rights to any position, or any other rights an employee of the Representative or USEF may otherwise have in the event of termination of this Agreement

16.1 本协议是建立在独立的承包商之间,不得解释为雇员、仆人、员工、伙伴关系、合资企业或协会的关系。代表方、社区学院和 USEF 将全权负责确定手段和方法来执行此协议所述的服务。所有代表方、社区学院和 USEF 的活动将自行承担风险。代表方、社区学院和 USEF 特此表示,各方都有责任确保避免物质的、财务的和其他风险。无论代表方、社区学院或 USEF 或其他任何相关员工都不能列入教职员工名单,享有任何产权,承担任何职务,否则协议终止。

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

### 17.适用法律和争议解决

17.1 This Agreement shall be governed by the laws of the State of California, and shall be construed and interpreted thereunder. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The Emergency Arbitrator Provisions shall not apply. The arbitration shall take place in California. The language of the arbitration shall be English. The cost of the arbitrator shall be borne equally by the parties.

17.1 本协议应受加利福尼亚州法律解释保护。或与本协议有关的一切争议应由根据上述规则任命的一(1)个仲裁员根据国际商会仲裁规则最后解决。紧急情况下仲裁条款不适用。仲裁应在加利福尼亚州举行。仲裁语言为英文。仲裁员的费用应由当事人平均负担。

## 18. ASSIGNMENT

### 18.转让

18.1 This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the written consent of all parties.

18.1 本协议的权利和义务不得在未经所有当事方的书面同意的前提下转让。

## 19. DATE

### 19.日期

19.1 Executed this \_\_\_\_ Day of \_\_\_\_ 2014

19.1 于 2014 年月日执行

## 20. SIGNATURES

20. 签名

20.1 Solano Community College (Aeronautic Maintenance Training Provider)

20.1 索拉诺社区学院 (航空维修培训机构)

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D. President

\_\_\_\_\_  
Date

Jowel C. 拉盖尔博士主席

日期

20.2 HUAMEIJIADAI (Beijing) Investment Fund Management Co., Ltd (Representative)

20.2 HUAMEIJIADAI (北京) 投资基金管理有限公司 Ltd (代表)

\_\_\_\_\_  
Qun Wang President

\_\_\_\_\_  
Date

王群主席

日期

20.3 United States Education Foundation, Inc. (USEF)

20.3 美国教育基金会 (USEF)

\_\_\_\_\_  
Paul Cheng CEO

\_\_\_\_\_  
Date

保罗郑首席执行官

日期