

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
AGREEMENT WITH  
LAS POSITAS COLLEGE**

This Agreement entered by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") and **Las Positas College**, having its principal business address at: 3000 Campus Hill Drive, Livermore California, 94551-7623 (hereinafter called "Contractor").

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms and conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof, and, in consideration of the services rendered in accordance with all terms and conditions set forth herein and in Exhibit A, District shall make payment to Contractor in the manner specified in Exhibit A.

1. TERM AND TERMINATION. This Agreement shall commence on July 1, 2008 and terminate on June 30, 2010. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
2. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
4. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement 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 of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
5. TIME OF PERFORMANCE. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

6. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
7. LICENSES, PATENTS, PERMITS. Contractor shall apply for and maintain in current status all licenses, patents and permits necessary in performance of the work required under this Agreement.
8. LIABILITY AND INSURANCE. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and business automobile liability insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles.

Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code (select one):

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Agreement.

*or*

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

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Contractor Signature

Certificates of Insurance for coverages required herein shall be filed with District's Executive Vice Chancellor *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on Contractor's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured.

9. INDEMNIFICATION. Contractor shall indemnify and save harmless District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify District, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District for any such claim or action or settlement thereof.

10. ASSIGNABILITY. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this paragraph 11 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.
11. FAILURE TO PERFORM. If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or fault shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties to carry this Agreement to completion as District may deem proper.
12. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
13. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

14. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
15. WAIVERS. No waiver of default by District of any terms or conditions hereof to be performed, kept, or observed by Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
16. NOTICES. All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage

prepaid and certified receipt requested and addressed to:

"DISTRICT"  
San Mateo County Community College District  
James W. Keller, Executive Vice Chancellor  
3401 CSM Drive  
San Mateo, CA 94402

"CONTRACTOR"  
Las Positas College  
Dr. Neal Ely, Dean of Academic Services  
3000 Campus Hill Drive  
Livermore California, 94551-7623

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

- 17. EXPENDITURE OF PUBLIC FUNDS. Contractor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.
- 18. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 20. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
James W. Keller, Executive Vice Chancellor

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title of Authorized Signatory

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

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

Employer Identification Number 94-3084147

Federal Tax Payer Identification Number (EIN):  
\_\_\_\_\_

**EXHIBIT A**

Services shall be billed to “San Mateo County Community College District” and become payable upon presentation of detailed invoice(s) specifying services being provided.

Invoice One – December 31, 2008 (Not to exceed \$25,634 For July 2008 – December 2008 Activities)

Invoice Two – June 30, 2009 (Not to exceed \$25,633 For January 2009 – June 2009 Activities)

Invoice Three – December 31, 2009 (Not to exceed \$54,955 For June 2009 – December 2009 Activities)

Invoice Four – June 30, 2010 (Not to exceed \$54,954 For January 2010 – June 2010 Activities)

Invoices shall be sent to: SMCCCD, Accounts Payable Office, 3401 CSM Drive, San Mateo, CA 94402 with a copy sent to: Barbara Lamson, Skyline College, 3300 College Drive, San Bruno CA 94066

**The total amount paid under this Agreement shall not exceed \$161,176**

**Year One**

5000	Las Positas College Subgrant - 1 FT Faculty (.5 year) \$48,767 Supplies \$2000 Travel \$500	\$51,267
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**Year Two**

5000	Las Positas Subgrant: 1 FT Faculty - \$102409 Supplies \$3000 (Office Supplies, Promotional and Instructional materials) Travel \$500 (Regional Travel Reimbursement) CAHEEP Site Visit \$4,000 (Materials, Conference Expenses)	\$109,909
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## Project Description

Skyline College is implementing the Surgical Technology Workforce Education Collaborative, a healthcare workforce development project funded by the Chancellor's Office, California Community Colleges (Industry Driven Regional Collaborative - IDRC).

The following describes a subgrant designated in the grant award for the project's partner, Las Positas College, in the amount of \$161,176.

### Highlights of Grant Activities Include:

- 1) **Regional Collaborative** - Create a regional industry-education partnership to address the shortage of surgical technologists in the workforce. The partnership, located in the East Bay, the North Bay and the Peninsula, will facilitate an advisory council that will manage clinical placements for surgical technology students and direct a coordinated regional response to ensure a highly skilled workforce in surgical technology.
- 2) **Capacity Building** - Create a surgical technology education partnership between Las Positas College, Santa Rosa Junior College and Skyline College to address the immediate shortage of surgical technologists. Additionally, Skyline will assist Las Positas College with the development of a surgical technology program during the grant training period that will double the current Bay Area's community college capacity in surgical technology.
- 3) **Education and Training** - Provide surgical technology education opportunities for up to 42 students who will complete requisites for program certificates, receive clinical placements, and qualify for high demand positions throughout the Bay Area Healthcare Industry. Additionally, the partnership will provide certification exam preparation for working surgical technologists resulting in employment upgrades for up to 30 employees.
- 4) **Continuum of Education** - Foster the development of the workforce pipeline by engaging high schools with information for counselors and students on careers and potential pathways in surgical careers.

The San Francisco Bay Area boasts three of the top five highest paying metro areas in the nation for surgical technologists according to the Bureau of Labor Statistics. Despite great pay, hospitals and surgery centers are struggling to ensure staffing for these positions. Industry partners requested that the community colleges create an additional accredited surgical technology program and strategically locate it to serve more students and employers.

This subgrant provides funding to assist Las Positas College with the development of a surgical technology program during the grant training period that will double the current Bay Area's community college capacity in surgical technology. This program development will support the grant's goal of providing surgical technology education opportunities for students who will complete requisites for program certificates, receive clinical placements, and qualify for high demand positions throughout the Bay Area Healthcare Industry.

## PROJECT OBJECTIVES FOR LAS POSITAS COLLEGE

1. Las Positas College along with Santa Rosa Junior College and Skyline College, will partner with industry to create and sustain an advisory council named the Bay Regional Perioperative Management Advisory Council. (June 2008 through June 2010)
2. Las Positas College develop and implement a surgical technology program during the funding period that will provide a Surgical Technology Certificate Program for a minimum of 20 participants. (August 2008 through June 2010)
3. Las Positas College will partner with Economic Development Agencies, Workforce Development Agencies, and Community Based Organizations to sponsor *Health Quest* (a Healthcare information event) targeting high school science students, teachers and the community in general. (April 2009)
4. Las Positas along with the Collaborative will sponsorship an Annual Surgical Technology Job Fair for Collaborative members to identify and recruit qualified candidates for employment in Surgical Technology. (April 2009, April 2010)
5. Las Positas, along with the Collaborative will develop community awareness/support of the Healthcare industry sector by making a minimum of two structured presentations to clients served by the Workforce Investment Board. (March 2009)
6. Las Positas, along with the Collaborative will support student recruitment efforts for the Healthcare industry by offering at least one workshop to each of the following: High School Counselors, ROP Healthcare teachers, and One Stop Career Center staff on the Collaborative's Surgical Technology Education & Training Programs. (November 2008 through June 2010)
7. Las Positas will schedule presentations by regional organizations such as East Bay Development Alliance, Tri-Valley Business Council, Local Chambers of Commerce, and regional City Economic Development offices addressing "How to Support Economic Development in the Region" at regularly scheduled Collaborative meetings. (Ongoing)
8. Also, the collaborative will prepare and deliver status reports for the Bay Area Regional Consortia; CCCEWD RHORC; and other related organizations as requested. (October 2008 through June 2010)
9. Las Positas will also connect the Project with at least one other successful Healthcare program in the state, and present the *Guide to California Careers in Surgical Technology* to Career Preparation Steering Committees and Healthcare ROP Counselors. (April 2009)