

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

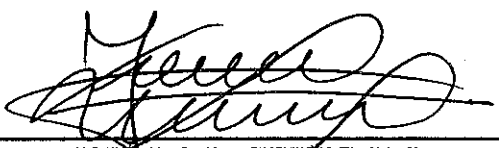
**SUBJECT:** RESOLUTIONS ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS, RESOLUTION NO. 11/12-30 Amended; NO. 11/12-31 Amended; AND NO. 11/12-32 Amended

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Superintendent-President, Jowel C. Laguerre, recommends that the Governing Board approve the attached AMENDED resolutions electing to be subject to public employees' medical and hospital care act only with respect to members of a specific employee organization and fixing the employer's contribution for employees and the employer contribution for annuitants at different amounts, Resolution No. 11/12-30; No. 11/12-31; and No. 11/12-32. These resolutions were originally approved at the April 18, 2012, Board Retreat.

A request to approve the amended language for each specific employee organization is requested at this time.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ 1.5M Estimated</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President		 <hr/> <b>JOWEL C. LAGUERRE, Ph.D.</b> Superintendent-President
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534-3197		
<b>ADDRESS</b>		
707-864-7112		April 20, 2012
<b>TELEPHONE NUMBER</b>		<b>DATE APPROVED BY</b>
Administration		<b>SUPERINTENDENT-PRESIDENT</b>
<b>ORGANIZATION</b>		
April 20, 2012		
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

# SOLANO COMMUNITY COLLEGE DISTRICT

## RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS

### RESOLUTION NO. 11/12-30 - AMENDED

- WHEREAS, (1) Government Code Section 22922(b) provides that a contracting agency may elect upon proper application to participate under the Public Employees' Medical and Hospital Care Act with respect to a recognized employee organization only; and
- WHEREAS, (2) Government Code Section 22920(a) defines a school employer as a contracting agency, and
- WHEREAS, (3) Government Code Section 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly contribution for employees, until such time as the amounts are equal; and
- WHEREAS, (4) Solano Community College District, hereinafter referred to as School Employer is an entity meeting the above definition; and
- WHEREAS, (5) The School Employer desires to obtain for the members of the Solano College Chapter of Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA), who are employees and annuitants of the agency, the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it
- RESOLVED, (a) That the School Employer elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members in a health benefits plan up to a maximum of GC 22892 per month plus administrative fees and Contingency Reserve Fund assessments; and be it further;
- RESOLVED, (c) That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of \$1.00 per month; and be it further

**SOLANO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION ELECTING TO BE SUBJECT TO  
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT  
ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION  
AND  
FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE  
EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS**

**RESOLUTION NO. 11/12-30 - AMENDED**

**(Continuing – Page 2)**

RESOLVED, (d) That the employer's contribution for each annuitant shall be increased annually by 5 % percent of the monthly contribution for employees, multiplied by number of years of employer's participation in PEMHCA, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the School Employer for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED, (e) That Solano Community College District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct Jowel C. Laguerre, Superintendent-President, to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said School Employer all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, (g) That coverage under the Act be effective on July 1, 2012.

Adopted at a regular meeting of the Solano Community College District Governing Board at Fairfield, California, this 2<sup>nd</sup> day of May 2012.

Signed:

\_\_\_\_\_  
ROSEMARY THURSTON, Board President

Attest:

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., Secretary

# SOLANO COMMUNITY COLLEGE DISTRICT

## RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS

### RESOLUTION NO. 11/12-31 – AMENDED

- WHEREAS, (1) Government Code Section 22922(b) provides that a contracting agency may elect upon proper application to participate under the Public Employees' Medical and Hospital Care Act with respect to a recognized employee organization only; and
- WHEREAS, (2) Government Code Section 22920(a) defines a school employer as a contracting agency, and
- WHEREAS, (3) Government Code Section 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly contribution for employees, until such time as the amounts are equal; and
- WHEREAS, (4) Solano Community College District, hereinafter referred to as School Employer is an entity meeting the above definition; and
- WHEREAS, (5) The School Employer desires to obtain for the members of California School Employees Association (CSEA), Chapter #211, who are employees and annuitants of the agency, the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it
- RESOLVED, (a) That the School Employer elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members in a health benefits plan up to a maximum of GC 22892 per month plus administrative fees and Contingency Reserve Fund assessments; and be it further;
- RESOLVED, (c) That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of \$1.00 per month; and be it further

**SOLANO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION ELECTING TO BE SUBJECT TO  
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT  
ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION  
AND  
FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE  
EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS**

**RESOLUTION NO. 11/12-31 – AMENDED**

**(Continuing – Page 2)**

RESOLVED, (d) That the employer's contribution for each annuitant shall be increased annually by 5 % percent of the monthly contribution for employees, multiplied by number of years of employer's participation in PEMHCA, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the School Employer for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED, (e) That Solano Community College District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct Jowel C. Laguerre, Superintendent-President, to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said School Employer all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, (g) That coverage under the Act be effective on July 1, 2012.

Adopted at a regular meeting of the Solano Community College District Governing Board at Fairfield, California, this 2<sup>nd</sup> day of May 2012.

Signed: \_\_\_\_\_  
(ROSEMARY THURSTON, Board President

Attest: \_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., Secretary

# SOLANO COMMUNITY COLLEGE DISTRICT

## RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION AND

## FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS

### RESOLUTION NO. 11/12-32 - AMENDED

- WHEREAS, (1) Government Code Section 22922(b) provides that a contracting agency may elect upon proper application to participate under the Public Employees' Medical and Hospital Care Act with respect to a recognized employee organization only; and
- WHEREAS, (2) Government Code Section 22920(a) defines a school employer as a contracting agency, and
- WHEREAS, (3) Government Code Section 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly contribution for employees, until such time as the amounts are equal; and
- WHEREAS, (4) Solano Community College District, hereinafter referred to as School Employer is an entity meeting the above definition; and
- WHEREAS, (5) The School Employer desires to obtain for the members of Administrative Leadership Group (ALG), who are employees and annuitants of the agency, the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it
- RESOLVED, (a) That the School Employer elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members in a health benefits plan up to a maximum of GC 22892 per month plus administrative fees and Contingency Reserve Fund assessments; and be it further;
- RESOLVED, (c) That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of \$1.00 per month; and be it further

# SOLANO COMMUNITY COLLEGE DISTRICT

## RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS

### RESOLUTION NO. 11/12-32 - AMENDED

(Continuing – Page 2)

- RESOLVED, (d) That the employer's contribution for each annuitant shall be increased annually by 5 % percent of the monthly contribution for employees, multiplied by number of years of employer's participation in PEMHCA, until such time as the contributions are equal;
- And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the School Employer for administrative fees and to the Contingency Reserve Fund; and be it further
- RESOLVED, (e) That Solano Community College District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct Jowel C. Laguerre, Superintendent-President, to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said School Employer all functions required of it under the Act and Regulations of the Board of Administration; and be it further
- RESOLVED, (g) That coverage under the Act be effective on July 1, 2012.

Adopted at a regular meeting of the Solano Community College District Governing Board at Fairfield, California, this 2<sup>nd</sup> day of May 2012.

Signed:

\_\_\_\_\_  
ROSEMARY THURSTON, Board President

Attest:

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., Secretary

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: STUDENT TRUSTEE PRIVILEGES AND REGULATIONS  
REQUESTED ACTION: APPROVAL

SUMMARY:

Education Code Section 72023.5 indicates that:

The governing board of each community college district that affords the student member or members of the board any of the privileges enumerated in subdivision (b) shall, by May 15 of each year, adopt rules and regulations implementing this section. These rules and regulations shall be effective until May 15 of the following year.

It is recommended that the Solano Community College District Governing Board approve the Student Trustee Privileges and Regulations, to be effective May 15, 2012 to May 15, 2013.

CONTINUED ON NEXT PAGE:

*Government Code EC 72023.5 Board Policy 1009, 1014, 1017 Estimated Fiscal Impact: \$ N/A*

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

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

\_\_\_\_\_  
PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

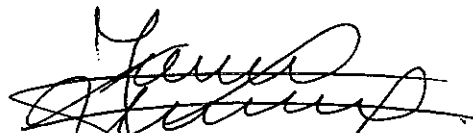
\_\_\_\_\_  
ADDRESS

707 864-7112

\_\_\_\_\_  
TELEPHONE NUMBER

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

April 20, 2012  
\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012  
\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

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

**SUBJECT:** **STUDENT TRUSTEE PRIVILEGES AND REGULATIONS**

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

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

- (1) The ability to cast an advisory vote.

The Student Trustee's presence or absence at a Board meeting shall not be counted in deciding a quorum.

- (2) The right to receive compensation at the rate of \$150 per month. If special meetings are held, the \$150 will be divided by the number of meetings per month. A Student Trustee absent for the Board meetings will receive a pro-rated share of the maximum.

Example:

Month with two regular meetings = \$75 per meeting.

Month with two regular and one special meeting = \$50 per meeting.

Month with one regular meeting = \$150 for the meeting.

- (3) Student Trustee's Duties/Responsibilities – The Student Trustee shall be responsible and accountable to the students of Solano Community College District as prescribed by Article III, Section K, of the Associated Students of Solano College (ASSC) Bylaws:

- Attend all Governing Board meetings of the Solano Community College District.
- Be expected to attend all Student Senate meetings to report to the Student Senate the activities of the Governing Board as they pertain to the students.
- Assist the ASSC Governing Board Representative and the ASSC Executive Secretary in maintaining a record of Governing Board proceedings.
- Be available at the ASSC office for at least three hours a week for appointments.
- Report any absences to the ASSC Executive Secretary in advance.
- Be responsible for finding a replacement should he or she not be able to attend the Student Senate meeting to give the required report.
- Maintain all other rights as defined in Board Policy 1007, Board Policy 1009, Board Policy 1014, Board Policy 1017, and Education Code Section 72023.5.

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 2011-2012**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Antoinette Payne	Student Services Assistant II Financial Aid, CSEA, 8 hours day/12 months, Range 11	5/3/12
Francesca Sisto	Student Services Assistant II Financial Aid, CSEA, 20 hours week/12 months, Range 11	5/3/12

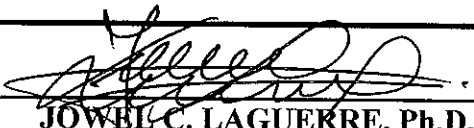
**Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Donna Luttrell-Williams	From Community Services Registration Aide, CSEA, 4 hours day/174 workdays, Range 10 to Student Services Customer Service Representative, 8 hours day/12 months, Range 10	5/3/12

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**Charo Albarran**  
Human Resources Manager

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

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**April 20, 2012**  
Date Submitted

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**April 20, 2012**  
Date Approved

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Admissions & Records	Maria Delgado	Various customer service & Clerical tasks.
Career Technical Ed/Business	Joseph Pezzola	Assist w/EMS skills
Counseling	Nina Silva	Notetaker for DSP Student
Human Performance	Heather Peasley	Choreographer
Student Development	Laura Duran-Gomez	MESA Program Assistant

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: EDUCATION AND TRAINING PROGRAM FOR THE TRAVIS FIREFIGHTERS  
REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College District Contract Education will provide an EMT course for Travis Firefighters that will provide one hundred and ninety-five (195) hours of not-for-credit instruction/training, leading to EMT Certification for ten (10) Travis Firefighters. Training will be held at the Travis Fire Station from May 15 through June 30, 2012. Students/Firefighters will use their Air Force Tuition Assistance to individually pay for their instruction. Each student will compensate the District for all educational services, rendered at a flat rate of \$2,900.00 per student, for a total of \$29,000.00. The fee includes program development, coordination, instruction, books and materials, evaluation, and Certificates of Success.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 29,000.00 revenue  
CEO 2011-12 Goals: Lead the college to fiscal stability*

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

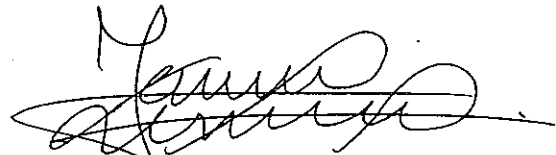
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Marjorie Trolinder	Graphic Arts Supervisor 39 years of service at SCC	6/30/12

*Government Code:* \_\_\_\_\_ *Board Policy:* 4240 *Estimated Fiscal Impact:* None

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Charo Albarran  
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

ADDRESS

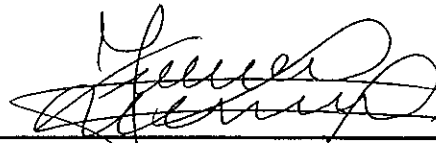
(707) 864-7000, x-4530

TELEPHONE NUMBER

Administration  
ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF TENTATIVE AGREEMENT BETWEEN  
DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES'  
ASSOCIATION, CHAPTER #211, 2012-2013 ON  
REOPENERS

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached between the District and the California School Employees' Association, Chapter #211, 2012-13 reopening proposals to the collective bargaining agreement. The CSEA ratified the tentative agreement on April 19, 2012. The administration recommends approval of the attached tentative agreement.

*Government Code:*      *Board Policy:*      *Estimated Fiscal Impact:* **\$308,000 Savings**

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Charo Albarran  
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

ADDRESS

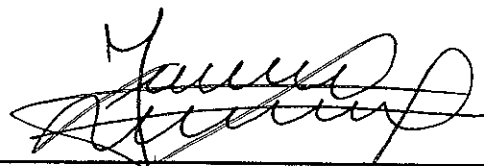
707-864-7000, x-4530

TELEPHONE NUMBER

Administration  
ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

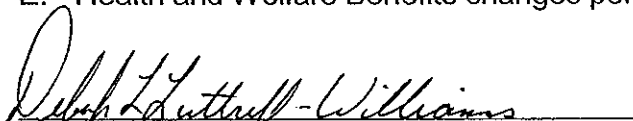
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**TENTATIVE AGREEMENT  
PAY AND ALLOWANCES and HEALTH AND WELFARE  
2012-13**


CSEA and the District agree to close Article 9, Pay and Allowances with the potential to reopen in November 2012 after the general election.

In addition, the CSEA and District agree to the following:

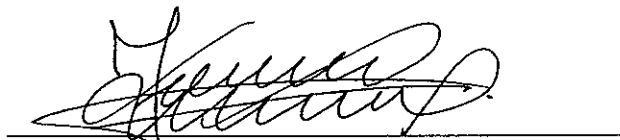
- A. If the November election is not successful and as a result the District incurs financial constraints, CSEA will negotiate that impact with the District.
- B. If the November election is successful and the District has the opportunity to provide salary increases for other constituent groups, the CSEA and the District will negotiate to receive their proportionate share.
- C. There will not be any furlough days or layoffs from July 1, 2012 through June 30, 2013.
- D. Three employees currently working less than 20 hours per week will have their work week adjusted to 20 hours per week effective July 1, 2012.
- E. Health and Welfare Benefits changes per attached agreement.

  
Association

4/4/2012  
Date

  
Association

4/4/12  
Date

  
District

04/04/12  
Date

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

**TO: Members of the Governing Board**

**SUBJECT: INITIAL PRESENTATION OF DISTRICT'S REOPENER PROPOSALS FOR THE 2012-2013 COLLECTIVE BARGAINING AGREEMENT WITH OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39**

**REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSALS**

**SUMMARY:**

At the Board meeting on April 4, 2012, the Governing Board accepted the District and Operating Engineers/Stationary Engineers, Local 39 reopening proposal for 2012-13 as noted below. In accordance with Government Code Section 3547, public comment on such proposal shall be received and a public hearing held. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, reconvene the regular meeting, and receive the proposal for negotiations.

**CONTINUED NEXT PAGE:**

*Government Code: 3547      Board Policy: 2010      Estimated Fiscal Impact: \$*

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

Charo Albarran, Human Resources Manager and  
Laura Strand, Business Representative, Local 39

**PRESENTERS' NAMES**

4000 Suisun Valley Road, Fairfield, CA 94534-3197  
and  
1620 No. Market Blvd, Sacramento, CA 95834

**ADDRESS**

707-864-7000, x-4530 and  
916-928-0399

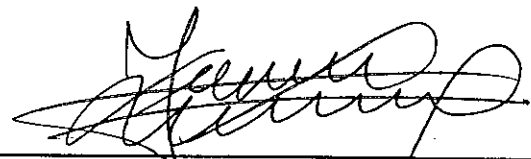
**TELEPHONE NUMBER**

Administration and  
Operating Engineers/Stationary Engineers, Local 39

**ORGANIZATION**

April 20, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

April 20, 2012

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: INITIAL PRESENTATION OF DISTRICT'S REOPENER  
PROPOSALS FOR THE 2012-2013 COLLECTIVE  
BARGAINING AGREEMENT WITH OPERATING  
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39**

**REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSALS**

---

**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

Due to concerns about the District's current fiscal stability wherein expenditures exceed current revenues and the impact of continued revenue reductions as a result of the State's operating budget, the following articles will be in negotiations to enable the District to meet its fiscal obligations in this unstable and unknown fiscal environment:

Article 15, Health and Welfare Benefits

The parties may present additional proposals and articles for negotiations by mutual agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **INITIAL RESOLUTION AUTHORIZING APPLICATION  
FOR QUALIFIED ENERGY CONSERVATION BONDS  
FOR PROPOSED SOLAR GENERATION PROJECT,  
RESOLUTION NO. 11/12-33**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Approval of the attached Governing Board Resolution No. 11/12-33 ("Resolution") will authorize staff to proceed with a competitive application process administered by the California Debt Limit Allocation Committee ("CDLAC") seeking award of Qualified Energy Conservation Bonds ("QECBs") of up to \$16 million for the purposes of financing a solar generation project (as defined in Exhibit A).

The Resolution also authorizes Vice President Ligioso to coordinate with the County of Solano (the "County") and CDLAC regarding the Application, and specifically authorizes the County to submit the Application to CDLAC on behalf of the College.

If the College is successful in securing QECB allocation, staff and its advisors would then commence with finalizing QECB financing documents and the related solar procurement contracts, presenting both for consideration by Governing Board at a public hearing in mid-September 2012. Approval of the Resolution does not commit the College to issue the QECBs, nor will it incur any penalty should the Governing Board elect not to proceed in September. The application fee amounts to \$600.

*Government Code: Board Policy: 3020 Estimated Fiscal Impact: \$ 600 Redevelopment Funds*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

400 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7209

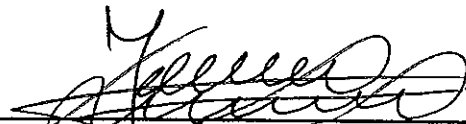
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD

3 INITIAL RESOLUTION AUTHORIZING APPLICATION FOR  
4 QUALIFIED ENERGY CONSERVATION BONDS  
5 FOR PROPOSED SOLAR GENERATION PROJECT

6 RESOLUTION NO. 11/12-33

7 WHEREAS, The Solano Community College District, a community college district duly  
8 organized and existing under the laws of the State of California (the "College"), has determined,  
9 provided certain future conditions are met, to finance, construct and own certain solar photovoltaic  
10 generation facilities as described in Exhibit A (the "Project");

11 WHEREAS, In order to capture a re-allocation of QECCBs for the benefit of the Project, an  
12 application must be submitted to the California Debt Limit Allocation Committee ("CDLAC") on  
13 or before May 18, 2012, which adheres to CDLAC's published procedures;

14 WHEREAS, The College has requested Solano County (the "County"), a public agency  
15 which is an "Authorized Applicant" under CDLAC procedures, to make an application to CDLAC  
16 seeking up to \$16 million of QECCB allocation, for the benefit of the College (the "Application");

17 WHEREAS, The County's Board of Supervisors will consider passage of a resolution at  
18 their meeting on May 8, 2012, which would officially authorize Officers of the County to submit  
19 the Application to CDLAC, and also provide for the subsequent transfer of QECCB allocation, if  
20 any, from the County to the College, or its designated financing authority, who would "Issuer" the  
21 QECCBs for purposes of financing the Project; and  
22

23 WHEREAS, The College has determined that the Project is a qualifying project under  
24 CDLAC procedure and § 54D(f) of the Internal Revenue Code of 1986 (the "Code");  
25

26 THEREFORE, IT IS HEREBY RESOLVED By the Governing Board of the Solano  
27 Community College District as follows:  
28

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**INITIAL RESOLUTION AUTHORIZING APPLICATION FOR  
QUALIFIED ENERGY CONSERVATION BONDS  
FOR PROPOSED SOLAR GENERATION PROJECT**

**RESOLUTION NO. 11/12-33**

**(Continuing – Page 2)**

**Section 1.** The College finds and determines that the foregoing recitals are true and correct.

**Section 2.** The College authorizes the County to submit the Application to CDLCA on behalf of the College, requesting up to \$16,000,000 of QECCB allocation,

**Section 3.** The College hereby states its intention to issue said QECCBs, provided certain conditions are met, within 90-days of CDLAC's award, if any, of the requested QECCB allocation for the benefit of the Project, and in accordance with CDLAC's authorizing resolution, if any.

**Section 4.** Yulian Ligioso, Vice President of Finance and Administration for the College, or his designee consultant or advisor, is hereby authorized, on behalf of the District, to submit all such other documents as may be required to CDLAC or the County with regard to the Application.

**Section 5.** If QECCB allocation is awarded, Yulian Ligioso is directed to proceed with preparation of financing documents in accordance with the financing plan and method of sale for the QECCBs described in the Application and approved by CDLAC, with said financing documents being subject to future approval by the Governing Board, in coordination with its consideration of the final turnkey procurement contract for the Project, which would occur on or about September 12, 2012.

**Section 6.** This Resolution shall take effect immediately upon its passage and remain in full force and effect thereafter.

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**INITIAL RESOLUTION AUTHORIZING APPLICATION FOR  
QUALIFIED ENERGY CONSERVATION BONDS  
FOR PROPOSED SOLAR GENERATION PROJECT**

**RESOLUTION NO. 11/12-33**

**(Continuing – Page 3)**

**PASSED AND ADOPTED**, This 2nd day of May 2012, by the Governing Board of  
the Solano Community College District.

---

ROSEMARY THURSTON  
BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.  
SECRETARY

EXHIBIT A

2.5 MW(ac) Multi Campus Solar Project

TO COME FOLLOWING COMPLETION OF ARRAY LAYOUTS

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

**TO: Members of the Governing Board**  
**SUBJECT: MEASURE G BOND FINANCIAL AND PERFORMANCE  
AUDIT FOR 2010-11**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

- Proposition 39 requires that the local community college Governing Board:
- a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
  - b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Board acceptance is requested for the 2010-11 Measure G Bond financial and performance audits. The Board Audit Subcommittee met with District staff to review the audit.

The audit reports are provided under separate cover. A representative of Vavrinek, Trine, Day & Co. LLP, will be at the meeting to present the audit and answer any questions from the Board.

*Government Code: ECS 15264 Board Policy: 3390 Estimated Fiscal Impact: N/A*

**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

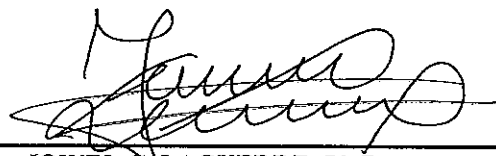
**TELEPHONE NUMBER**

Finance and Administration

**ORGANIZATION**

April 20, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

April 20, 2012

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT FOR EDUCATIONAL SERVICES  
BETWEEN SOLANO COMMUNITY COLLEGE AND  
ALTA VISTA SOLUTIONS

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Alta Vista Solutions for special educational services is being presented to the Governing Board for approval.

The District will provide not-for-credit Welding Instruction for up to 15 Alta Vista Solutions Junior Engineers. The District will develop, coordinate, deliver, and evaluate the training. The employees will attend 12 hours of instruction, on two Saturdays, dates to be determined, in the Solano Community College Welding Lab. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.

Alta Vista Solutions will compensate the District for all services rendered and expenses at a rate of three thousand six hundred dollars and no cents (\$3,600.00). The cost is inclusive for all instruction and teaching/training materials.

A copy of the Agreement will be 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. It is our recommendation that the Governing Board approve the Agreement as attached.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 3,600.00 revenue  
CEO 2011-12 Goals: Lead the college to fiscal stability

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

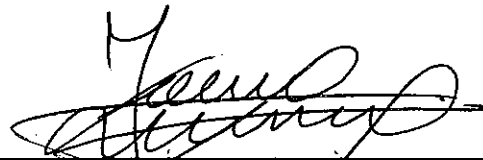
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **ALTA VISTA SOLUTIONS, 6475 Christie Avenue, Suite 425, Emeryville, CA. 94608**, hereinafter referred to as "Alta Vista Solutions."

**WHEREAS**, Alta Vista Solutions desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide Welding Instruction for up to 15 Alta Vista Solutions Junior Engineers.
- B. The District will develop, coordinate, deliver, and evaluate the training. The employees will attend 12 hours of instruction, on two Saturdays, dates to be determined, in the Solano Community College Welding Lab. Class will be not-for- credit. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Alta Vista Solutions will identify all employees who will participate in training.
- D. Alta Vista Solutions will compensate the District for all services rendered and expenses at a rate of three thousand six hundred dollars and no cents (\$3,600.00.) The cost is inclusive for all instruction and teaching/ training materials. Instruction is \$3,400.00, and welding gloves are an additional \$200.00.
- E. An invoice will be generated after the first day of instruction.
- F. **IT IS MUTUALLY UNDERSTOOD** that Alta Vista Solutions and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Alta Vista Solutions and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Alta Vista Solutions , its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Alta Vista Solutions . This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Alta Vista Solutions will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses,

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

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

\_\_\_\_\_  
Jinesh Mehta, P.E.  
Principal Engineer  
Alta Vista Solutions  
Emeryville, CA

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

Date \_\_\_\_\_

Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH  
PEARSON LEARNING STUDIO (FORMERLY eCOLLEGE)

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to modify and extend our current contract for our Distance Education Program LMS with Pearson Learning Studio (formerly eCollege).

The District had been paying \$404,000 per year for eCollege. Pearson has proposed an Integrated Solution Partnership offer that will eliminate Solano's LMS costs. The Solano Pearson Integrated Solution Partnership is focused on helping Solano reduce expenditures and more efficiently get content to all students.

The Integrated Solution Partnership includes the comprehensive eCollege LMS (Learning Studio) and full support services for fully online, hybrid and eCompanion courses. In addition, the partnership provides access to all Pearson digital content for a single student digital materials fee of \$80. Examples of digital materials are eTexts, MyLabs and the Course Connect series of fully developed courses and programs. (Draft contract and FAQ attached).

Government Code N/A Board Policy Estimated Fiscal Impact: \$400,000 per annum

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Dr. Jeffrey N. Lamb, Interim Dean  
School of Liberal Arts

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7250

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**Tenth Addendum to Master Services and License Agreement  
between Solano Community College and eCollege.com**

This Addendum ("Addendum") to the Master Services and License Agreement between Solano Community College ("Customer") and eCollege.com ("eCollege") for the delivery of online courses, dated July 1, 2002 (the "Agreement"), is entered into effective as of the 1st day of July, 2012.

WHEREAS, the Customer and eCollege previously entered into the Agreement;

WHEREAS, the parties wish to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Initial Term Extension.** eCollege and Customer hereby agree to extend the Initial Term of the Agreement to June 30, 2015, with the following time periods each being a Contract Year:

- July 1, 2012 - June 30, 2013
- July 1, 2013 - June 30, 2014
- July 1, 2014 - June 30, 2015

The term of the Agreement shall be renewed automatically for successive periods of one (1) year each (each a "Renewal Term" and a "Contract Year") after the expiration of the Initial Term and any subsequent Renewal Term, unless eCollege provides Customer, or Customer provides eCollege, with a written notice to the contrary at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Each Renewal Term shall incorporate and be governed by eCollege's then current pricing (including for Pearson Content Products provided under Section 5 of this Addendum), which eCollege shall provide to Customer not less than one hundred and twenty (120) days prior to the start of any Renewal Term.

- 2) **Gateway Fees.** Effective as of July 1, 2012, Section 1(a) of Exhibit 2 to the Agreement is hereby replaced in its entirety with the following:

eCollege hereby waives its annual fee for licensing, hosting and maintenance of the Gateway.

- 3) **Usage Fees.** Effective as of July 1, 2012, Section 1(b) of Exhibit 2 to the Agreement is hereby replaced in its entirety with the following:

eCollege hereby agrees to provide Customer with a free license to use the eCollege System and the Products and Services for its authorized users during the term of the Agreement. This license includes unlimited enrollments into Customer's eCourse Credit Online Courses, eCourse Non-Credit Online Courses, Hybrid Online Courses and eCompanion Online Courses by its authorized users during the term of the Agreement, as well as Tier 1 Technical Support (with the exception of Tier 2 Technical Support for eCompanion Online Courses). In return, Customer agrees to adopt certain Pearson Content Products for use in courses on the eCollege System.

- 4) **Minimum Enrollment Growth Targets.** Pearson is aware of the current budget issues in the state of California and the volatile nature of Customer's funding because of the state budget. Customer's projected minimum growth targets for enrollments in courses using Pearson Content Products are set forth below. If the actual number of enrollments is less than the Minimum Enrollment Target set forth below during any Contract Year, eCollege and Customer will work in good faith to re-negotiate the financial structure of the Agreement to reflect the number of actual enrollments achieved, as well as those projected for the subsequent Contract Years. If Customer and eCollege are unable to reach agreement on the terms of a

new arrangement, eCollege may terminate the Agreement at the end of the then-current Contract Year upon written notice to Customer.

Contract Year	July 1, 2012 - June 30, 2013	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015
<b>Anticipated Enrollment Growth Targets</b>	5,000	6,000	7,000
<b>Minimum Enrollment Targets</b>	5,000	5,000	5,000*

\* This number shall also be the Minimum Enrollment Target for each Renewal Term.

- 5) **Pearson Content Products.** Product categories covered by this Agreement are as follows: Pearson's CourseConnect, MyLabs and Mastering and textbook-based eBooks. The specific Pearson Content Products made available to, and adopted by, Customer within those categories shall be subject to the mutual agreement of Customer and Pearson. The agreed-to Pearson Content Products will be made available directly to Customer's students for a fee of \$80 per enrollment, solely for use on the eCollege System.
- 6) **Pearson Content Products License.** The educational products (including associated materials) which are provided to eCollege by Pearson Education, Inc. ("Pearson") and delivered to Customer for educational and instructional use. During the term of the Agreement or for so long as eCollege is authorized to offer the Pearson Content Products to Customer, whichever period is shorter, eCollege hereby authorizes Customer to access and use the Pearson Content Products and provide access to the Pearson Content Products to Customer's faculty, students and administrative staff, solely for educational and instructional use on the eCollege System learning management system. Authorized users may access the Pearson Content Products only in accordance with the terms and conditions set forth in the Agreement and in any end-user license agreement or terms of use (each a "EULA") that may be contained in or with the Pearson Content Products. Customer agrees that no other individuals or third parties shall be allowed access to the Pearson Content Products. Customer understands and acknowledges that use of and access to the Pearson Content Products may be subject to pending conversion or setup of the Pearson Content Products by eCollege. Except as expressly set forth in the foregoing, all rights with regards to the products and services offered herein are reserved by Pearson and under no circumstances shall Customer (or its users or students) resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the Pearson Content Products or the content contained therein without the express written permission of Pearson or eCollege. Customer further agrees not to remove or alter any trademark or other proprietary notice in or on any Pearson Product. All right, title and interest in and to the Pearson Content Products and the content, materials and data contained therein, and any derivative works thereof (whether authorized or not, including any modifications made, specifically for Customer or to such course offerings in general, by eCollege, Pearson or any other third party (including Customer and its agents or representatives)), is expressly reserved by Pearson. Neither eCollege or Pearson shall be obligated to maintain, revise, enhance or update the Pearson Content Products, unless specifically agreed to in a separate writing from the Agreement. eCollege may suspend use of or access to the Pearson Content Products in connection with any violation of the Agreement or any applicable EULA. Customer shall indemnify and hold harmless eCollege and Pearson from any liability or damages incurred by Pearson or eCollege in connection with Customer's alteration or unauthorized use of the Pearson Content Products. The Pearson Content Products shall only be used in conjunction with the eCollege System and in accordance with the terms and conditions of the Agreement. Customer understands and acknowledges that the Pearson Content Products may be retired or supplanted by new editions at any time, and that eCollege and Pearson are under no obligation to make new editions or replacement products available to Customer. Neither eCollege or Pearson makes any warranty or representation that the Pearson Content Products will meet Customer's requirements, be error-free or continue to be available for any specific time period. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY ECOLLEGE OR PEARSON, AND ECOLLEGE AND PEARSON DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ECOLLEGE OR PEARSON WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATION

REGARDING THE ACCURACY, RELIABILITY, CURRENTNESS, USE, OR RESULTS OF USE, OF THE PEARSON CONTENT PRODUCTS. Notwithstanding Customer's rights to use the Pearson Content Products, eCollege may require Customer to promptly cease (within three business days) using any Pearson Content Products, if (i) eCollege or Pearson notifies Customer that eCollege no longer has the necessary rights to the Pearson Content Products, (ii) eCollege or Pearson believes cessation is necessary to limit or avoid liability or (iii) eCollege or Pearson is otherwise required by law or court order to cease and desist. In such events, eCollege will use commercially reasonable efforts to replace, at no cost to Customer, any affected Pearson Content Products with other materials to be used by Customer pursuant to the terms set forth herein.

- 7) **Agreement Terms Unchanged.** Capitalized terms not defined herein shall have the meanings set forth in the Agreement. No terms or conditions of the Agreement, other than the amended terms set forth in this Addendum, are changed by this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

The persons executing this Addendum for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

**eCollege.com      Solano Community College**

By: _____	By: _____
Matt Leavy, President	Name: _____
	Title: _____
Date: _____	Date: _____

## FAQ for Solano and Pearson Integrated Solution Partnership

Pearson has proposed an Integrated Solution Partnership offer that will eliminate Solano's LMS costs. The Solano Pearson Integrated Solution Partnership is focused on helping Solano reduce expenditures and more efficiently get content to all students. The Integrated Solution Partnership provides eCollege (LearningStudio) at no cost to Solano. The Integrated Solution Partnership includes the comprehensive eCollege LMS (LearningStudio) and full support services for fully online, hybrid and eCompanion courses. In addition, the partnership provides access to all Pearson digital content for a single student digital materials fee of \$80. Examples of digital materials are eTexts, MyLabs and the Course Connect series of fully developed courses and programs.

### **Here are the components of the partnership:**

- Move current Pearson adoptions in the online courses at Solano to Pearson digital content
- Provide Solano's instructors with access to all Pearson digital content
- Provide Solano with continued use of eCollege (LearningStudio) and support services for online, hybrid and eCompanion courses
- Pearson will integrate instructor selected content into LearningStudio
- Pearson will charge \$80 per student per course for all courses where Pearson content is adopted which results in a savings to students. Purchase will happen inside the LearningStudio course via an online purchase point.
- This is an opt in program for all instructors which allows them to select any Pearson digital content to supplement courses.

**Important Note:** This partnership provides options for instructors to choose Pearson digital materials for their course. Pearson will help with integration of digital content into LearningStudio, however the instructor will determine how content is deployed within their course.

### **Student purchase model:**

The student will pay \$80 for Pearson digital materials in one of two ways depending upon the type of course they are registered in (online, hybrid or face-to-face).

3. Online Courses: Student will pay for the Pearson digital materials via a purchase point inside the LearningStudio online course they are registered in.
4. Hybrid and Face-to-Face (eCompanion) course: Students will not have an online purchase option. An access code will be available for purchase at the campus bookstore. Once the student has purchased the access code they will redeem their code through their LearningStudio eCompanion course.

Partnership scenarios are provided below to illustrate how it would work:

### **Scenarios**

Online Instructor is currently using Pearson materials: Materials will be moved to the Pearson digital version of their choice. Pearson will help with all integration of materials that are adopted by the instructor into LearningStudio. Cost of chosen Pearson digital materials to the student will be \$80. Instructor retains the option of ordering hardcopy

versions of the Pearson materials (in addition to the digital version in the LMS) as an option for the student, as long as the hardcopy versions remain available..

Online Instructor not using Pearson materials: Instructor can continue with any materials they choose and continue to use LearningStudio. Or they may opt in and use the Pearson digital materials of their choice. Pearson will help with all integration of materials into LearningStudio. Cost of chosen Pearson digital materials to the student will be \$80.

eCompanion, hybrid, face-to-face instructors currently using Pearson materials:

Instructor may opt in to the Solano integrated solution. When they opt in and choose Pearson digital materials, Pearson will help with the integration of materials into LearningStudio. Cost of chosen Pearson digital materials to the student will be \$80.

Solano Student in a course using Pearson materials: Pearson digital materials that are adopted by the instructor will be integrated into the LearningStudio course. Cost of Pearson digital materials to the student will be \$80.

Solano Student in a course not using Pearson materials: Pearson does not charge for these courses – just as it is today.

Solano Student in an online course who chooses not to purchase Pearson digital materials adopted by the professor: Student will still have access to the online course that he is enrolled in. Student will have access to any and all non Pearson materials that the professor has made available as part of the online course. Student may elect to purchase hardcopy editions of the Pearson text through the bookstore or another source, as long as the hardcopy editions are available.



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: HONORARY DEGREES – MAY 23, 2012  
COMMENCEMENT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The Board is being asked to approve the following individuals for honorary degrees to be awarded during the spring 2012 commencement exercise on May 23, 2012. The Board approved Board Policy, No. 6203 in February 2010. This is the second time the Board has been asked to approve recipients. These names were vetted through the Superintendent-President's Cabinet and the Academic Senate.

Herman Rowlands, Jr.

Regina Yin

Government Code: Board Policy: 6203 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

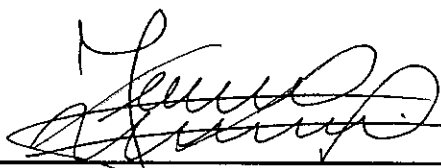
(707) 864-7112

TELEPHONE NUMBER

Administration  
ORGANIZATION

April 20, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

April 20, 2012

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT