

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

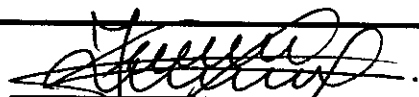
EMPLOYMENT 2011-2012

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Connie Adams	Substitute Admin Assistant III, School of Career Technical Education and Business (50%)	3/8/12 – 6/30/12	\$ 17.57 hour
Leslie Almonte	Substitute Admin Assistant III, School of Sciences (50%)	3/7/12 – 5/23/12	\$ 17.57 hour
Eula Anderson	Substitute Custodian	3/8/12 – 6/30/12	\$ 13.26 hour
Jesse Branch	Community Service Officer, (additional hours)	1/24/12 – 6/30/12	\$ 12.68 hour
David Brannen	Community Service Officer, (additional hours)	1/24/12 – 6/30/12	\$ 12.68 hour
Caryl Corbin	Parking Enforcement (additional hours)	3/2/12 – 6/30/12	\$ 15.76 hour
Jenny Gonzalez	Substitute Admin Assistant III, School of Human Performance & Development (50%)	2/27 – 6/30/12	\$ 17.57 hour
Leigh Ann Jones	Substitute Admin Assistant III, School of Liberal Arts (50%)	3/2/12 – 5/23/12	\$ 17.57 hour
Stephanie Parrish	Contract Education Instructor	3/22 – 6/30/12	\$ 57.44 hour
Sheryl Scott	Substitute Admin Assistant III, EOPS	1/20/12 – 6/30/12	\$ 17.57 hour
Jonathan Tarsikes	Substitute Custodian	3/8/12 – 6/30/12	\$ 12.20 hour

Charo Albarran
Human Resources Manager

February 24, 2012
Date Submitted


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

February 24, 2012
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
March 7, 2012
Page 2

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Shannon Rourke	Moulage	3/21/12 – 6/30/12	\$ 300.00

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Farida Khosh-Khoo	Student Services Assistant I, Matriculation	April 30, 2012

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
School of Career Tech Ed & Business		
EMT	Jose Colin	EMT Skills
EMT	Andrea McCurdy	EMT Skills
EMT	Kathleen Modrich	EMT Skills
EMT	Thomas Wetzel	EMT Skills
Counseling/Special Services		
Counseling	Juliana Lee	Counseling observation
School of Human Performance & Development		
Athletics	Paul Mazzarelle	Assist swim team
School of Liberal Arts		
Art	Tri Tran	Teaching Assistant
School of Sciences		
Horticulture	James Darling	Assist in horticulture
Science	Parsa Mahmoudieh	Assist in laboratory
Student Development		
MESA Center	Geoffrey Freire	Assist in tutoring MESA Center and assist in Student Development Office

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

March 7, 2012

Page 3

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed the first contract year and are recommended for another one-year contract pursuant to Education Code Section 87608:

Kevin Spoelstra – School of Career Technical Education & Business (hire date 8/12/11)

The following faculty have completed their first year of their two-year contract (third year employee) and no recommendation is necessary per Education Code Section 87609:

Bonita Knuckles – School of Career Technical Education & Business (hire date 8/13/09)

The following faculty have completed four years of probationary service to the district and are recommended for tenure in 2011-12 pursuant to Education Code Section 87609:

Saki Cabrera – School of Sciences (hire date 1/15/08)

Corrine Kirkbride – School of Sciences (hire date 8/11/08)

Kristy Juliano – School of Liberal Arts (hire date 8/11/08)

Jeanne Lorenz – School of Liberal Arts (hire date 8/11/08)

Marcie McDaniels – Counseling & Special Services (hire date 8/11/08)

Margherita Molnar – School of Sciences (hire date 8/11/08)

Amy Obegi – School of Career Technical Education & Business (hire date 8/11/08)

Laura Pirott – Humanities (hire date 8/11/08)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

PERSONAL SERVICES AGREEMENTS

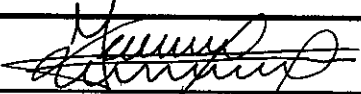
School of Sciences
Betsy Julian, Ph.D., Responsible Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Khafre Abif	Five Presentations/Workshops	March 12-15, 2012	\$1,100.00
			Total

Early Childhood Education
Christie Speck, Responsible Manager

Michael Sanders	Presentation at FKCE Conference	March 15-17, 2012	Not to exceed \$1,125.00
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Yulian Ligioso
Vice President of Finance & Administration


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

February 24, 2012
Date Submitted

February 24, 2012
Date Approved

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

TO: Members of the Governing Board
SUBJECT: WARRANT LISTINGS
REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

02/07/2012	Vendor Payment	11037917-11037958	\$ 773,529.42
02/07/2012	Vendor Payment	11037959-11037970	85,371.45
02/07/2012	Vendor Payment	110357971-11037973	20,405.10
02/09/2012	Vendor Payment	11037974-11038146	24,567.00
02/14/2012	Vendor Payment	11038147-11038197	175,356.72
02/14/2012	Vendor Payment	11038198-11038199	9,288.74
02/23/2012	Vendor Payment	11038200-11038200	30,298.50
02/23/2012	Vendor Payment	11038201-11038212	185,187.13
02/23/2012	Vendor Payment	11038213-11038321	322,931.01
02/24/2012	Vendor Payment	11038322-11038425	24,670.98
02/28/2012	Vendor Payment	11038426-11038426	789.21
02/28/2012	Vendor Payment	11038427-11038427	16,316.00
02/28/2012	Vendor Payment	11038428-11038498	321,049.89
			\$ 1,989,761.15

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

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy</i> 3240	<i>Estimated Fiscal Impact:</i> \$1,989,761.15
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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

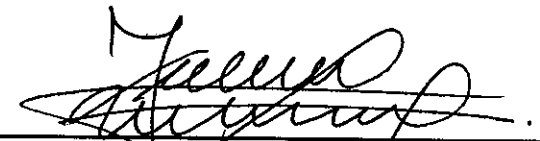
TELEPHONE NUMBER

Administration

ORGANIZATION

February 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

Humboldt State University (HSU) Sponsored Programs Foundation, the Lead Center for the Northern California Small Business Development Center (SBDC) Program, has issued a letter of intent to renew a contract with the Solano College SBDC to provide entrepreneurial training and counseling to small business owners in Solano County. This agenda item is for Solano Community College to accept the letter of intent and continue to incur costs for normal business activities pending receipt of a contract from HSU Sponsored Programs Foundation. The amount of the proposed contract is \$100,000 and the term of the contract will cover the period from January 1, 2012 through December 31, 2012.

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

*Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$100,000
Federal SBA funding for SBDC*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

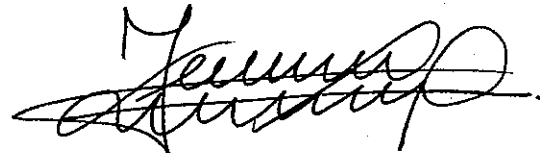
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



HUMBOLDT STATE UNIVERSITY

Sponsored Programs Foundation

December 12, 2011

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

RE: Letter of Intent – SBDC Contract with Humboldt State University Sponsored Programs Foundation

Dear Dr. Laguerre,

This letter of intent is to inform you that Humboldt State University Sponsored Programs Foundation is in receipt of a letter of intent from the Small Business Administration (SBA) for the proposal you recently participated in as a sub recipient. Upon finalization of their review and budget process the SBA will issue a continuation Award Notice. When Humboldt State University Sponsored Programs Foundation receives the Award Notice we intend to enter into a contract with the Solano Community College at the earliest possible date.

You may continue to incur costs for normal business activities at a level of approximately \$100,000 pending receipt of your contract. The new budget cycle will be for the period January 1, 2012 through December 31, 2012. The cooperative agreement number applicable to contract will be 2-603001-Z-0065.

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

The conditions of the SBA Award include a 1:1 match. Fifty percent of the match must be cash with the remainder as in-kind. The contract will provide guidelines and instructions for identifying and documenting your cost share. The conditions of the SBA Award also include achievement of performance goals.

Please be advised that the final contract may reflect changes to the above referenced amount.

If you have any questions regarding contractual matters, please do not hesitate to contact Anthony Johnson in this office at (707) 826-5164.

Sincerely,

Steve Karp
Director
Sponsored Programs Foundation
Humboldt State University

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT AND THE CALIFORNIA SCHOOL
EMPLOYEES' ASSOCIATION, CHAPTER #211 (CSEA)
REOPENING PROPOSALS FOR THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE DISTRICT
AND THE CSEA

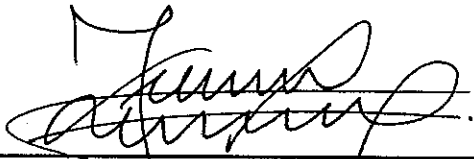
REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSALS

SUMMARY:

At the Board meeting on February 15, 2012, the Governing Board accepted the District's and CSEA's reopening proposals 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 be 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 proposals for negotiations.

1. 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:
 - a. Article 9, Pay and Allowances
 - b. Article 11, Health and Welfare Benefits
2. The parties may present additional proposals and articles for negotiations by mutual agreement.

<i>Government Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: \$</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
Charo Albarran, Human Resources Manager Debbie Luttrell-Williams, CSEA President		<input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534-3197		
ADDRESS		JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-864-7000, x-4530/x-4477		
TELEPHONE NUMBER		
Administration/CSEA		February 24, 2012
ORGANIZATION		DATE APPROVED BY
February 24, 2012		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: DISTRICT'S INITIAL PROPOSALS FOR THE
SUCCESSOR AGREEMENT BETWEEN THE DISTRICT
AND SOLANO COLLEGE FACULTY ASSOCIATION
(SCFA)**

REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSALS

SUMMARY:

At the Board meeting on February 15, 2012, the Governing Board accepted the District's proposals for the successor agreement between the District and Solano College Faculty Association (SCFA). In accordance with Government Code Section 3547, public comment on such proposal shall be received and a public hearing be held. The hearing will provide members of the public with an opportunity to express their views regarding the proposals.

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 proposals for negotiations.

The proposals are attached.

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

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

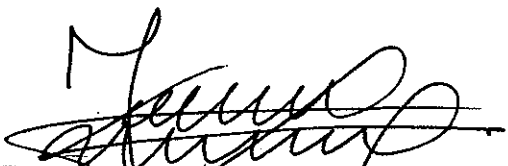
TELEPHONE NUMBER

Administration

ORGANIZATION

February 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

District Initial Proposals for the Successor Agreement

Between

The District and Solano College Faculty Association

Duration/Reopeners

The District is proposing a three-year agreement with specific reopener provisions and optional openers by the District and SCFA.

Article 4, Evaluations

The District will propose revisions to the evaluation form to include Accreditation Standard III components; revisions regarding the student evaluation process; identify who completes evaluations; identify corrective measure for any needs improvement evaluation; revise peer review process; and insure job descriptions include Accreditation Standard III components as appropriate.

Article 10, Retirement

Due to rising costs for health and welfare benefits, the District will submit proposals seeking to control the escalating costs of medical insurances through various approaches, including changes in plan design, cost containment and sharing, and other strategies.

Article 18, Association Rights

The District will address the issue of District paid release time and revisit language that provides SCFA paid released time.

Article 19, Workload

The District will propose exploration of a workload system to replace activity points; define overload assignment and redefine how overload assignments are made; define the faculty workweek; revisit counselor work year language; discuss class maximum expectations and other workload issues.

Article 20, Salaries

The District is concerned about its current fiscal stability wherein expenditures exceed current revenues and the impact of continued revenue reductions as a result of the State's operating budget. In the context of this unstable and unknown fiscal environment, the following considerations will be presented: Salary review; identifying rate of pay for assignments outside of teaching; rate of pay for adjunct office hours; other cost saving proposals; and address ways to be competitive in the job market.

Article 21, Health and Welfare

Due to rising costs for health and welfare benefits, the District will submit proposals seeking to control the escalating costs of medical insurances through various approaches, including changes in plan design, cost containment and sharing, and other strategies.

Article 23, Academic Calendar and Holidays

The District will propose changes in the work calendar and explore the compressed calendar concept.

The District reserves the right to make specific proposals to meet the impact of changes in legislation, State budget shortfalls and other revenue shortfalls.

The District reserves the right to present additional proposals and articles for negotiations.

1.26.12

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION REDUCING PARTICULAR KINDS OF
ACADEMIC SERVICES, RESOLUTION NO. 11/12-25
REQUESTED ACTION: APPROVAL

SUMMARY:

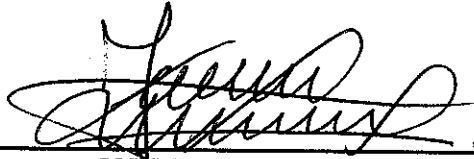
Due to a lack of funding, it is necessary for the District to reduce particular kinds of academic services pursuant to Education Code Sections 87470 and 87743. Based on the reduction of these services, it is necessary to decrease the number of full-time employees by the equivalent of 2.0 FTE academic employees. The particular kinds of services to be reduced are:

- Physical Education Instructors, including Football and Aquatics Athletic Programs – 2.0 FTE
Total 2.0 FTE

These services are in addition to releasing of adjunct, temporary academic staff at the end of this year.

The attached resolution identifies the particular kinds of services now provided by the District to be reduced. It is recommended that the Board adopt the attached resolution to reduce the particular kinds of services identified and to authorize the Superintendent-President or his designee to reduce the corresponding number of academic employees.

Government Code: EC 87470; 87743 Board Policy: Estimated Fiscal Impact: \$

<p>SUPERINTENDENT'S RECOMMENDATION: Charo Albarran, Manager Human Resources</p> <hr/> <p>PRESENTER'S NAME</p> <p>4000 Suisun Valley Road Fairfield, CA 94534-3197</p> <hr/> <p>ADDRESS</p> <p>707-864-7000</p> <hr/> <p>TELEPHONE NUMBER</p> <p>Administration</p> <hr/> <p>ORGANIZATION</p> <p>February 24, 2012</p> <hr/> <p>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</p>	<p><input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE</p> <hr/>  <p>JOWEL C. LAGUERRE, Ph.D. Superintendent-President</p> <hr/> <p>February 24, 2012</p> <hr/> <p>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</p>
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**REDUCTION OF PARTICULAR
KINDS OF ACADEMIC SERVICES**

RESOLUTION NO. 11/12-25

WHEREAS, It is the opinion of the Governing Board of the Solano Community College District ("District") that it is necessary to reduce particular kinds of services now being performed by District employees, beginning with the commencement of the 2012-13 academic year;

WHEREAS, Pursuant to Education Code Section 87743, the Governing Board has determined it shall be necessary and in the best interest of the District to reduce the particular kinds of services described below and to decrease a corresponding number of District academic employees not later than the beginning of the 2012-13 academic year;

WHEREAS, The Superintendent-President or designee required by law to give written notice to all academic employees to be laid off as a result of a decision to reduce particular kinds of services prior to March 15;

WHEREAS, The District has considered all positively assured attrition, including deaths, resignations, retirements, and other permanent vacancies for 2012-13 which has occurred to date in determining the needed services to be reduced;

WHEREAS, Education Code Section 87743 provides that the services of no tenured employee may be terminated while any probationary or any other employee with less seniority is retained to render a service in a faculty service area for which the records of the District maintained pursuant to Section 87743.4 reflect that the tenured employee possesses the minimum qualifications prescribed by the board of governors and is competent to serve under the District's competency criteria;

1 **SOLANO COMMUNITY COLLEGE DISTRICT**
2 **GOVERNING BOARD**

3 **REDUCTION OF PARTICULAR**
4 **KINDS OF ACADEMIC SERVICES**

5 **RESOLUTION NO. 11/12-25**

6 **(Continuing – Page 2)**

7 **WHEREAS**, It is the opinion of the Governing Board that the following particular
8 kinds of services be reduced for the 2012-13 academic year:

9 **Physical Education Instructors 2.0 FTE**
10 **Football and Aquatics athletic programs**

11 **WHEREAS**, It is the opinion of the Governing Board that it is necessary by reason of
12 the aforementioned reduction of service to decrease the number of academic employees by the
13 equivalent of 2.0 FTE for the 2012-13 academic year.

14 **NOW, THEREFORE, BE IT RESOLVED**, That for the 2012-13 academic year, the
15 particular kinds of services to be provided by said District shall be and are hereby reduced to
16 the extent hereinabove set forth;

17 **BE IT FURTHER RESOLVED**, That due to the reduction of particular kinds of
18 services set forth above, the corresponding number of employees of the District shall not be
19 reemployed for the 2012-13 school year;

20 **BE IT ALSO RESOLVED**, That the reduction in service is in addition to services
21 provided by temporary faculty, who are released at the end of the academic year; and

22 **BE IT FURTHER RESOLVED**, That the Superintendent-President, or designee, is
23 directed to give Notice of Recommendation Not to Reemploy, in accordance with the
24 provisions of Sections 87740 and 87743 of the Education Code, to the number of academic
25 employees allowed pursuant to Education Code Section 87743.

1 SOLANO COMMUNITY COLLEGE DISTRICT
2 GOVERNING BOARD

3 REDUCTION OF PARTICULAR
4 KINDS OF ACADEMIC SERVICES

5 RESOLUTION NO. 11/12-25

6 (Continuing – Page 3)

7 PASSED AND ADOPTED, This 7th day of March 2012, by the Governing Board of
8 the Solano Community College District of Solano County, California, by the following vote:

9
10 AYES: _____ BOARD MEMBERS: _____

11 _____
12 NOES: _____ BOARD MEMBERS: _____

13 ABSTAIN: _____ BOARD MEMBERS: _____

14 ABSENT: _____ BOARD MEMBERS: _____
15
16
17

18 _____
19 ROSEMARY THURSTON
20 BOARD PRESIDENT

21 _____
22 JOWEL C. LAGUERRE, Ph.D.
23 SECRETARY
24
25

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED AGREEMENT WITH ACCOUNTEMPS DBA
 ROBERT HALF INTERNATIONAL, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to contract with Accountemps dba Robert Half International, Inc., a specialized temporary staffing company for accounting, finance, and bookkeeping professionals. Due to the vacancy of the Director of Fiscal Services position and while the position is being recruited, it is necessary to backfill with an experienced professional to manage the staff and oversee the department. The agreement is through June 30, 2012, or until the position is filled, whichever comes first. The hourly rate is \$90/hr; and the monthly rate is approximately \$1,500/mo; with total contract amount not to exceed \$75,000.

Attached is a copy of the agreement.

*Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$75,000
 General Fund*

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

Yulian I. Ligioso, Vice President
 Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

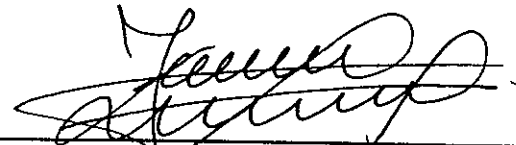
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

February 24, 2012
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

February 24, 2012
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Management Resources*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>Since <i>Robert Half Management Resources</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Robert Half Management Resources</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Robert Half Management Resources</i> on any document or to sign their own names on financial statements or tax returns.</p> <p>You shall not permit or require our professional to make any management decisions on your behalf.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Management Resources</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
Employment Taxes and Withholdings	<p><i>Robert Half Management Resources</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00340-140258

Date: 02-13-2012

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Management Resources*. Our professional for the assignment of a Controller is Patrick Killingsworth. The assignment will start on 02-13-2012. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$90.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Management Resources* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Management Resources</i> guarantees your satisfaction with our professional's services by extending to you a two-day (16 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Management Resources</i> will not charge for the first sixteen hours worked, provided that <i>Robert Half Management Resources</i> replaces the individual assigned. Unless you contact us before the end of the first sixteen hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Management Resources</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our professional to that company.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.</p>
General Conditions	<p><i>Robert Half Management Resources</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Management Resources</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00340-140258

Date: 02-13-2012

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN REXAM BEVERAGE CAN AMERICAS AND
SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Rexam Beverage Can Americas for special educational services is being presented to the Governing Board for approval.

The District will provide MT 140, Principles of Industrial Electrical Systems, a three-credit hour class, for 10 Rexam employees. The District will develop, coordinate, deliver, and evaluate the training. The employees will attend 80 hours of instruction, 32 hours of lecture, and 48 hours of lab on Mondays and Wednesdays at the Rexam plant. Selected class participants will be assessed for math skills at Solano Community College. The students will register at Solano Community College. Class will be for credit/no credit. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.

Rexam will compensate the District for all services rendered and expenses at a rate of thirteen thousand five hundred dollars and no cents (\$13,500.00.) The cost is inclusive for all instruction and teaching/training materials. Should additional employees be selected to enroll in the class, Rexam will pay an additional \$175.00 per student for course materials.

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

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 13,500 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

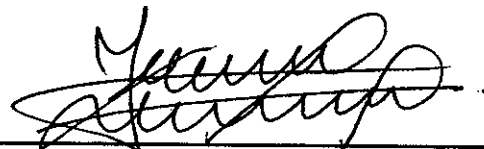
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 24, 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 **REXAM BEVERAGE CAN AMERICAS, 2433 CROCKER CIRCLE, FAIRFIELD, CA 94533**, hereinafter referred to as "Rexam."

WHEREAS, Rexam desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide MT 140, Principles of Industrial Electrical Systems, a three credit hour class, for 10 Rexam employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. The employees will attend 80 hours of instruction, 32 hours of lecture and 48 hours of lab, on Mondays and Wednesdays, at the Rexam plant. Selected class participants will be assessed for math skills at Solano Community College. The students will register at Solano Community College. Class will be for credit/no credit. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Rexam will identify all employees who will participate in training.
- D. Rexam will compensate the District for all services rendered and expenses at a rate of thirteen thousand five hundred dollars and no cents (\$13,500.00.) The cost is inclusive for all instruction and teaching/ training materials. Should additional employees be selected to enroll in the class, Rexam will pay an additional \$175.00 per student for course materials.
- E. An invoice will be generated when the training is 50% completed. Rexam may choose to pay ½ upon receipt of invoice and the remainder upon completion of training.
- F. **IT IS MUTUALLY UNDERSTOOD** that Rexam 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 Rexam and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Rexam, 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 Rexam. 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.

Rexam 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 Rexam under this Agreement or of any persons directly or indirectly employed by, or acting as agent for Rexam, 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 Rexam 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 Rexam 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. Rexam 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 Rexam' non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Christine Kelichner
Human Resources Manager
Rexam Beverage Can Americas
Fairfield, CA

Date _____

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

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ESTABLISHMENT OF NEW CLINICAL EXPERIENCE
AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND WOODLAND MEMORIAL
HOSPITAL
REQUESTED ACTION: APPROVAL

SUMMARY:

Establishment of new Clinical Experience Agreement between Solano Community College District and Woodland Memorial Hospital is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a medical surgical health site in which to practice.

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

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ 0

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7155

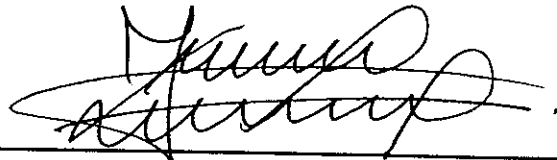
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 24, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

February 24, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Woodland Memorial Hospital** (hereinafter known as *HEALTH CENTER*) located at **1325 Cottonwood Street, Woodland, California 95695** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of March 1, 2012.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

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

- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library (if available).
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. 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.
- E. 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.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Kevin Vaziri
President
Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, CA 95695

Telephone (530) 662-3961

2. Notice to the *SCHOOL*

Máire A Morinec, MS, RN, Dean
School of Career, Technical and Business Education
Solano Community College
4000 Suisun Valley Road
Suisun, California 94585-3197

Telephone (707) 864-7108
FAX (707) 646-2090

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER*, its Medical Staff and Medical Staff departments.

10. EXECUTION

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

HEALTH CENTER

SCHOOL

Woodland Memorial Hospital - Woodland

Solano Community College - Fairfield

By: _____

By: Jowel C. Laquerre, Ph.D.

Title: _____

Title: Superintendent-President

Date: _____

Signature: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE REPORT FOR THE ACADEMIC
YEAR 2010-2011
REQUESTED ACTION: INFORMATION

SUMMARY:

The following recipient will give a report on his Sabbatical Leave for the 2010-2011 academic year:

- *Gene Thomas – Spring 2011 – “Development of Lab Manual for Biology 15”*

*Government Code – Education Code §87767 Board Policy N/A Estimated Fiscal N/A
CTA Contract – Article 11, Sabbatical Leaves
2011-2012 CEO Goals – Improve Retention Opportunities for Students*

SUPERINTENDENT’S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Arturo Reyes, Vice President
Academic and Student Affairs

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102

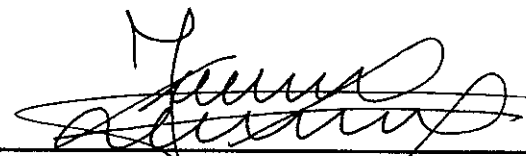
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 24, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

February 24, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: SOLANO COLLEGE FACULTY ASSOCIATION'S INITIAL PROPOSALS FOR THE SUCCESSOR AGREEMENT BETWEEN THE DISTRICT AND SOLANO COLLEGE FACULTY ASSOCIATION (SCFA)

REQUESTED ACTION: INFORMATION

SUMMARY:

The Solano College Faculty Association (SCFA) and the District are preparing to enter into negotiations for a successor agreement.

This item introduces the SCFA's proposals to the District for the purpose of public notice ("sunshining"). Pursuant to Government Code Section 3547, public comment on such proposals shall be received at the next Governing Board meeting scheduled for March 21, 2012.

The proposals are attached.

<i>Government Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: \$</i>
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SUPERINTENDENT'S RECOMMENDATION:

<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Dr. Gene Thomas
 SCFA Chief Negotiator

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7000

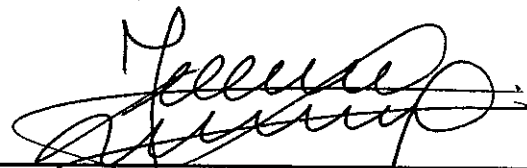
TELEPHONE NUMBER

Solano College Faculty Association

ORGANIZATION

February 24, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

February 24, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

RECEIVED

FEB 29 P 12:57

EDUCATION DEPARTMENT
SOLANO COMMUNITY
COLLEGE

February 29, 2012

Ms. Rosemary Thurston
President, Board of Trustees
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94590


Dr. Jowel Laguerre
President/Superintendent
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94590

Dear President Thurston and President/Superintendent Laguerre:

The Solano College Faculty Association, CCA/CTA/NEA opens Article 12 (Sick Leave) and Article 16 (Faculty/Management Rights) as our sunshining proposal.

The Association's Negotiation Team is available Tuesday, March 13th from 9 to 11 a.m. and Tuesday, March 27th from 9 to 11 a.m. to begin bargaining.

Sincerely,



Gene Thomas
SCFA Chief Negotiator

cc: Charlene Snow
Diana Fernandez-Lisi

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

TO: Members of the Governing Board
SUBJECT: CCFS-311Q FINANCIAL REPORT, SECOND QUARTER
 FY 2011-12
REQUESTED ACTION: INFORMATION

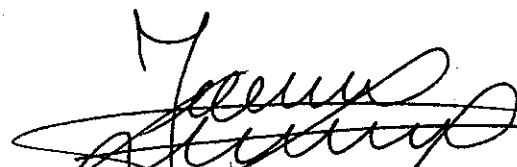
SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986 requires California community college districts to report quarterly on its financial condition. The CCFS-311Q quarterly financial report for the second quarter of FY 2011-12 is attached for the Board's review and information.

*Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$ N/A
 California Code of Regulations (CCR) 58305(d)*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
 Finance and Administration
 PRESENTER'S NAME
 4000 Suisun Valley Road
 Fairfield, CA 94534
 ADDRESS
 707-864-7209
 TELEPHONE NUMBER
 Administration
 ORGANIZATION
 February 24, 2012
 DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT


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

February 24, 2012
 DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT

California Community Colleges
 Quarterly Financial Status Report, CCFs-311Q

Board Meeting Date: Mar. 7, 2012

District: 280 Solano Community College District

Quarter Ending Date: Dec. 31, 2011

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2008-09	Actual 2009-10	Actual 2010-11	Projected 2011-12
I. Unrestricted General Fund Revenues and Expenditures:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,379,704	49,621,228	51,482,327	46,376,146
A.2	Other Financial Sources (Object 8900)	(98,637)	12,500	17,825	
A.3	Total Unrestricted Revenue (A.1 + A.2)	50,281,067	49,633,728	51,500,152	46,376,146
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,089,894	51,585,037	48,735,784	47,839,383
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	220	69,914	375,461	
B.3	Total Unrestricted Expenditures (B.1 + B.3)	51,090,114	51,654,951	49,111,245	47,839,383
C.	Revenues Over (Under) Expenditures (A.3 - B.3)	(809,047)	(2,021,223)	2,388,907	(1,463,237)
D.	Fund Balance, Beginning	5,504,083	3,419,596	3,207,000	5,713,219
D.1	Prior Year Adjustments + (-)	(1,275,440)	1,808,627	117,312	(1,411,172)
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,228,643	5,228,223	3,324,312	4,302,047
E.	Fund Balance, Ending (C + D.2)	3,419,596	3,207,000	5,713,219	2,838,810
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	6.7%	6.2%	11.6%	5.9%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	9,369	9,620	9,393	8,635
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III. Total General Fund Cash (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2008-09	2009-10	2010-11	2011-12
H.1	Cash, excluding borrowed funds	6,908,442	(901,425)	5,891,756
H.2	Cash, borrowed funds only	31,429,912	5,010,838	
H.3	Total Cash (H.1 + H.2)	0	38,338,354	4,109,413

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
IV. Unrestricted General Fund Revenues and Expenditures: 2011-12 Budget to Year-to-Date Actuals					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,376,146	46,376,146	26,217,430	56.5%
I.2	Other Financial Sources (Object 8900)				
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,376,146	46,376,146	26,217,430	56.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,839,383	47,839,383	27,883,101	58.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)		0		
J.3	Total Unrestricted Expenditures (J.1 + J.3)	47,839,383	47,839,383	27,883,101	58.3%
K.	Revenues Over (Under) Expenditures (I.3 - J.3)	(1,463,237)	(1,463,237)	(1,665,671)	
L.	Adjusted Fund Balance, Beginning	5,713,219	4,302,047	4,302,047	
L.1	Fund Balance, Ending	4,249,982	2,838,810	2,636,376	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.9%	5.9%		

Yes/No? NO

V. Has the district settled any employee contracts during this quarter?

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) 2011-12	Management		Academic		Temporary		Classified
	Total Cost Increase % *	Total Cost Increase % *	Total Cost Increase % *	Total Cost Increase % *	Total Cost Increase % *	Total Cost Increase % *	
a. SALARIES:							
Year 1:							
Year 2:							
Year 3:							
b. BENEFITS:							
Year 1:							
Year 2:							
Year 3:							

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? Yes/No? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

District outsourced student bookstore operations.

VII. Does the district have significant fiscal problems that must be addressed? This year? YES Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Based on the 2011-12 State budget, Solano College apportionment revenues are expected to further decline between \$2.6 to \$3.5 million, depending on the extent of state revenues realized. To that end Solano College is moving forward with a budget which includes the higher revenue loss estimate, further adjusted by a deficit factor. Corresponding expenditure cuts were carried through from the prior year, including even greater curtailment of class offerings, filling vacancies only on an as need basis, and additionally seeking concessions from our bargaining units. These steps will ultimately limit access and impact quality and quantity of service delivery. As increased State deferrals continue to affect the institution's cash flow and the district will again need to align borrowing arrangements with both the Solano County as well as consider a mid-year TRAN.