

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

TO: Members of the Governing Board

**SUBJECT: 2012-2013 GOALS AND ACCOMPLISHMENTS UPDATE
FOR SOLANO COMMUNITY COLLEGE DISTRICT
SUPERINTENDENT-PRESIDENT (CEO)**

REQUESTED ACTION: INFORMATION

SUMMARY:

The Solano Community College District developed their 2012-2013 goals at their Board Retreat held April 18, 2012. The goals for the Board of Trustees and CEO were approved at the June 20, 2012, Board meeting.

Superintendent-President Laguerre will present to the Board for information an update on the accomplishments of the CEO goals thus far in the 2012-2013 academic year. An update of the Board goals will be presented for information at a future meeting.

*Government Code: 54957(b) Board Policy: 1057 and 2030 Estimated Fiscal Impact: \$ N/A
California ECS 71020.5*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA

ADDRESS

707 864-7112

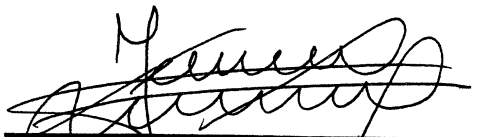
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



SUPERINTENDENT-PRESIDENTS GOALS

2012-2013

| Goals | Activity and Expected Outcomes | Timeline | Outcomes and Results |
|---|--|--|---|
| 1. Ensure completion of accreditation report and meet goals, responding to recommendations leading to successful outcomes with monthly updates. | <ul style="list-style-type: none"> a. Support staffing for the work of the report. b. Support hiring of faculty to work on SLO. c. Support upgrade of equity plan. d. Support the completion of SLO work. e. Ensure proper support and handling of report: Technology. f. Ensure quality of the report. | <ul style="list-style-type: none"> September 2012 June 2012 Fall 2012 October 2012 October 2012 January 2013 | <ul style="list-style-type: none"> a. Coordinators assigned to prepare report. b. Faculty hired and over 80% of SLOs done. c. Student equity plan updated as possible. d. SLO work completed and submitted to ACCJC e. Report was well supported as requested. f. The report was completed by the team for being well done. |
| 2. Ensure total awareness and full participation in integrated planning consistent with ACCJC recommendations. Review, modify and implement resources tied to planning consistent with ACCJC recommendations. | <ul style="list-style-type: none"> a. Support strategic proposal process tying budgeting and planning through the SPC approval process. b. Provide leadership for the establishment of a staff and faculty positions process tied to budget and planning. c. Support and provide leadership for the development of a program review process. d. Provide leadership to tie master plans to the budget and planning process. | <ul style="list-style-type: none"> August 2012 September 2012 Fall and spring 2012-2013. Fall 2012 | <ul style="list-style-type: none"> a. Process was completed in a timely fashion with budgets appropriated. Disbursement needs to be refined. b. The process is established and presented to the board for information in October 2012. c. Review process is developed and is being planned for finalization. d. Master plans are still being refined: Spring 2013 |

| | | | |
|---|---|---|--|
| <p>3. Strengthen administrative effectiveness of management team through professional development.</p> | <p>e. Ensure equity plans are reflected in each plan.</p> <p>a. Seek appropriate professional development opportunities for college managers and leaders.</p> <p>b. Hold leadership management training twice a year at least.</p> <p>c. Provide ongoing training for new managers in all aspects of college operation: budget, HR, contracts, evaluation, grievance, etc.</p> <p>d. Formalize orientation for new administrators and a handbook.</p> | <p>Spring 2013</p> <p>July 2012-May 2013</p> <p>Summer 2012 and Fall 2012</p> <p>Fall 2012- Spring 2013</p> <p>Fall 2012</p> | <p>e. In progress and may be tied to program review.</p> <p>a. Three deans participated in Chair academy; one in IUPUI Assessment; work done with Cabinet and most direct reports.</p> <p>b. Summer training took place; Fall did not happen – postpone to spring</p> <p>c. Three training sessions took place on contracts and grievances in the fall. This will be ongoing.</p> <p>d. Orientation reviewed and took place.</p> |
| <p>4. Ensure implementation of the Master Plans and related potential sources of revenue to support them.</p> | <p>a. Provide opportunities for more local focus on the master plans.</p> <p>b. Support, within the law, opportunities for funding.</p> | <p>Summer 2012 to spring 2013</p> <p>Fall 2012 – Spring 2013</p> | <p>a. Sessions took place for Kinesiology and Fine Arts. Others to be done through Senate input.</p> <p>b. Passage of Measure Q for the Master Plans.</p> |
| <p>5. Explore and acquire alternative sources of revenue and implement sustainability solutions to support revenue and continue to improve enrollment to enhance revenue.</p> | <p>a. Provide opportunities for fundraising events.</p> <p>b. Work with the foundation on new fundraising goals and staffing.</p> <p>c. Maximize grants opportunities and resource development.</p> <p>d. Transition SB 70 to be more college focused.</p> <p>e. Strengthen activities for more student-generated revenues.</p> <p>f. Encourage outside use of facilities for fees.</p> <p>g. Implement a good energy saving model.</p> | <p>Fall 2012- Spring 2013</p> <p>Summer 2012 – Fall 2013</p> <p>Fall 2012 – Spring 2013</p> <p>Summer 2012</p> <p>Spring 2013</p> <p>Fall 2012 – Spring 2013</p> <p>Spring 2013</p> | <p>a. Fund raising events being planned: Foundation</p> <p>b. Fundraising goals and staffing developed.</p> <p>c. Additional grants are in motion: Vehicle and Title III.</p> <p>d. Initiated and to be ongoing.</p> <p>e. Contract approved for recruitment of International students.</p> <p>f. Process under discussion for summer 2013.</p> <p>g. Two models studied and one being implemented.</p> |

Superintendent-Presidents GOALS 2012-2013

Submitted to the Governing Board for Information June 6, 2012
Submitted to the Governing Board for Approval June 20, 2012
Update Submitted to Board for Information December 5, 2012

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED iMODULES SOFTWARE, INC., SERVICE AGREEMENT RENEWAL
REQUESTED ACTION: APPROVAL

SUMMARY:

In March 2010, the District entered into a contract with SunGard Higher Education regarding implementation of the Banner computer system. A component of the system was a service agreement with iModules Software, Inc., to implement the Encompass Web site and contract management program. The original agreement was for a three-year period, from April 2010 through March 2013. The total cost was \$49,190.

An amendment and extension of the iModules service agreement is now proposed. Over the three-year contract term, the total cost is \$39,875. iModules has agreed to waive the next annual license fee due in March 2013 (\$16,438) in exchange for a three-year extension. The license waiver occurs in year one, then two annual license fees will be due by June 30, 2014 (\$17,250) and June 30, 2015 (\$18,125).

CONTINUED ON NEXT PAGE:

Government Code: Board Policy: Estimated Fiscal Impact: (\$11,938.00) Current FY;
Internal Revenue Code Section 501 (c) (3) standard renewal fees for 2014 and 2015

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Curt Johnston
Interim Executive Director

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

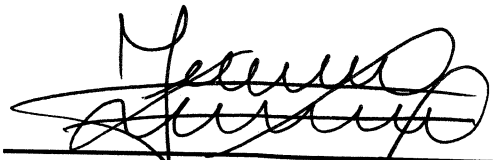
(707) 864-7141

TELEPHONE NUMBER
Solano Community College
Educational Foundation

ORGANIZATION

November 21, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 21, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDED iMODULES SOFTWARE, INC., SERVICE
AGREEMENT RENEWAL**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

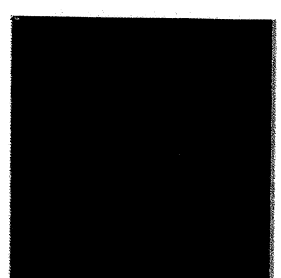
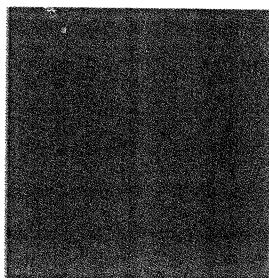
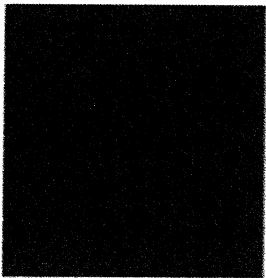
A redesign would occur to create a Web site separate from the main Solano Community College Web site primarily for Educational Foundation and Alumni Association with the URLs of foundation.solano.edu and alumni.solano.edu.

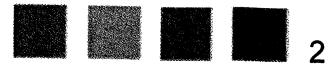
In addition, the Web site will be designed to accommodate the Athletic Boosters and Retirees' Association in the future. The standard redesign cost is \$6,000, but iModules has agreed to reduce this by \$1,500. The \$4,500 would have to be paid in January with start the Web site redesign. Assuming that the iModules contact would have been extended in March 2013, the net savings this fiscal year for the proposed contract amendment is \$11,938. (\$16,438 license waiver less the \$4,500 design fee).

Approval is requested at this time.

Service Agreement Renewal
Solano Community College

October 17, 2012





SERVICE AGREEMENT RENEWAL ADDENDUM

This Service Agreement Renewal Addendum is made this day of October 17th, 2012, by and between **iModules Software, Inc.** ("Company") and Solano Community College ("Client"). This Renewal Addendum is to the Service Agreement entered into by Company and Client dated 3/31/2010 and any subsequent addendums.

The parties agree that the original Service Agreement Terms and Conditions as incorporated into the Service Agreement are hereby replaced by the new Service Agreement Terms and Conditions as attached to this Service Agreement Renewal Addendum. The client has also requested to utilize the membership tool and it will be turned on for the site when the client is ready to begin using this tool.

Whereas, Client engages and authorizes Company to provide services as described below:

RENEWAL SERVICES:

Encompass Solution License Fees

| | |
|--------------|------------|
| Current Rate | Yearly Fee |
| | \$ 16,438 |

Encompass Solution License Renewal Fees¹

| | |
|--------------------|------------|
| 36 Month Extension | Yearly Fee |
| Year 1 | NC |
| Year 2 | \$ 17,250 |
| Year 3 | \$ 18,125 |

Redesign

| | Standard Cost | Your Cost |
|--|---------------|-----------|
| Custom Redesign | | |
| Client has the option to purchase a custom redesign at any time until 6/30/2016 for \$4500. This custom redesign will be a standard custom redesign including 1 home page & one interior template. Each template will have 3 variations with differing color schemes. When client is ready to begin this project a separate work order will be sent and client will invoiced at that time. | \$ 6000 | \$ 4500 |

Escrow Services

| | |
|--|----------|
| This fee is invoiced annually on the anniversary date of this agreement net 30. Client rights to invoke Escrow clause is described in the Terms and Conditions section 7(d) of this Service Agreement. | \$ 1,000 |
|--|----------|

Initial if Escrow Service is being declined
 Company _____ Client

¹ The annual license/maintenance fee includes communities as outlined in the attached Encompass Project Summary and allows the Company to provide services to Client including site hosting, customer service, training, feature enhancements, maintenance, filtering and administrative privileges.

This Agreement contains confidential and proprietary Company information intended solely for Client and other related parties under contract with Client. Such Company information may not be disclosed to third parties without the written permission of Company.



PAYMENT TERMS:

1. All extension payments are due for the full year on a prepaid basis at the beginning of each year of the three-year renewal term. All invoices will reflect the full payment amount due for the next-following year. The initial invoice is due prior to the beginning of the three-year renewal term, and invoices for subsequent years are due and payable prior to each annual anniversary date of the renewal term.

2. Summary of Payment Terms

| | |
|--|-----------|
| Total amount to be paid prior to 1 st renewal year (Year 1: 07/01/2013 – 06/30/2014) | \$ 0 |
| Total amount to be paid prior to 2 nd anniversary date (Year 2: 07/01/2014 – 06/30/2015) | \$ 17,250 |
| Total amount to be paid prior to 3 rd anniversary date (Year 3: 07/01/2015 – 06/30/2016) | \$ 18,125 |

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PLEASE PROVIDE THE MOST CURRENT CONTACT AND BILLING INFORMATION SO THAT WE MAY UPDATE OUR RECORDS:

Primary Contact Information:

Name: _____ Title: _____

Address: _____

City _____ State: _____ Zip: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Billing Information (if different from above):

Name: _____ Title: _____

Address: _____

City _____ State: _____ Zip: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Please finalize your Service Agreement Renewal by signing below and returning this Renewal Addendum to iModules either by fax (913-341-2986) or return mail.

Each of the undersigned acknowledges that it has reviewed and accepted this Service Agreement Renewal Addendum and the Service Agreement Terms and Conditions attached herewith.

Company: **iModules Software, Inc.**

Client: **Solano Community College**

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

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iMODULES®
building connections
913.688.0772 | imodules.com



ENCOMPASS PROJECT SUMMARY

Inclusion

Solano Community College is continuing its online engagement solution for one community. The Service Agreement Renewal includes:

- Solano Community College District

Legal entities

Encompass will continue to be licensed to support the following legal entities and institutions:

- The Solano Community College Foundation
- Solano Community College Alumni Association
- Solano Community College Athletic Boosters
- Solano Community College Retirees Association

Communities

The Encompass solution will continue to be licensed to support the following Communities:

| Included | Community | Constituent Type | Constituent Size | Offline or Backend Database Banner Advancement |
|----------|--------------------------|------------------|------------------|--|
| Yes | Solano Community College | Alumni | 120,000 | |

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SERVICE AGREEMENT TERMS & CONDITIONS

These Service Agreement Terms and Conditions (this "Agreement") are incorporated into the Service Agreement executed between Company and Client (as defined in the Service Agreement). Pursuant to the Service Agreement, Company shall provide "Application Services" (as defined in Section 1 (a) below) and "Professional Services" (as defined in Section 1(b) below) to Client. Application Services and Professional Services are collectively referred to as "Services" herein. The specific Services to be provided by Company to Client are as described in, and shall be subject to, the terms and conditions of the Service Agreement.

1. Provision of Services.

(a) Provision of Application Services.

- (i) "Application Services" means the online, web-based Encompass service, including associated online Modules, provided by Company via Client's designated website hosted by Company.
- (ii) Company shall develop, host, operate, and maintain the Application Services as described in the Service Agreement between Company and Client. Company grants Client and its authorized users a worldwide, non-exclusive, non-transferable, non-sublicenseable license to access and use the Application Services in accordance with the Service Agreement and this Agreement.
- (iii) Company reserves the right to modify the Application Services, its support policies, its security and privacy policies and any other information and/or policies at its sole discretion and without notice.
- (iv) Client's license to use the Application Services extends only to the Application Services described in the Service Agreement as available on the date of execution. At Company's discretion, it may add new, separately priced functionality and/or features to the Application Services for which it charges a supplemental fee. Client may add such new functionality and/or features to the Application Services upon payment of such additional fees.
- (v) Company may monitor Client's use of the Application Services to (i) verify compliance with the provisions of this Agreement, and (ii) properly operate, develop and improve the Application Services.

(b) Provision of Professional Services.

- (i) "Professional Services" means training services, managed services, application consulting services, product enhancement services and other professional services, as set forth and described in the Service Agreement, to be provided by Company to Client pursuant to the Service Agreement.
- (ii) Professional Services shall be performed by Company in accordance with the requirements and specifications as set forth in the Service Agreement.
- (iii) The parties may modify the scope, requirements, specifications, quantities, schedule, charges, cost and other details of the Professional Services set forth in the Service Agreement upon execution of a mutually agreed Change Order.

- 2. **Term.** This Agreement shall commence upon the date set forth in the Service Agreement and continue for an initial term of three (3) years. This Agreement may be extended for additional term(s) upon mutual written agreement of the parties.
- 3. **Termination.** This Agreement may be terminated by either party at any time upon a material breach of this Agreement (including failure to make any payments on a timely basis), which is not remedied by the party in breach within thirty (30) days after receiving written notice of such material breach from the other party. In addition, Company at its election may immediately either terminate this Agreement or suspend the Application Services (a) for any violation of Section 8 below, or (b) if payments owed to Company are more than thirty (30) days overdue (c) if renewal is not agreed to between Company and Client upon expiration of term.
- 4. **Effect of Termination.** Upon any termination of this Agreement, (a) Company shall cease to host, operate and maintain the Application Services for Client and shall terminate its performance of Professional Services, and, (b), Company shall immediately cease using and promptly return to Client (or at Client's request destroy) all copies of Content (defined below), transactional data, member or user information, and any other information and materials which belong to Client. Upon any termination of this Agreement except termination by Client due to uncured material breach of Company or termination by Client pursuant to Section 18 below, (a) Client shall not receive any refund of any prepaid, unused Services fees, and (b) Client shall promptly pay to Company all Application Services fees payable to Company for the remainder of the then-current Term. Upon any termination of this Agreement, Client shall pay to Company all undisputed fees for Professional Services performed prior to the effective date of Termination. The following provisions shall survive any termination or expiration of this Agreement: 3, 4, 5, 6, 9, 10, 12, 13, 14 and 19.
- 5. **Content and Client Data.** Client shall provide Company with all text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "Content") that Client considers necessary for the design, development, and support of the Application Services. Subject to the approval of Client, Company may adapt, modify, add to, translate, manipulate, restructure, and reformat the Content as necessary to create, modify, and maintain the Application Services. Client shall have sole responsibility for securing any necessary rights or permissions from any third party for any Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Content, provided such items and/or

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materials are not available in the public domain, shall be the exclusive property of Client. Client's Content rights do not include any rights to Company's servers, facilities, or property.

In addition to Content as provided above, all transactional data and other member or user information received by or collected from the Application Services shall be the property of Client, subject to a revocable, limited, non-assignable license to use such information solely for Company's internal use and to assist Client in evaluating Service performance, developing customer or user information or other data requested by Client.

CLIENT IS SOLELY RESPONSIBLE FOR ALL CONTENT AND OTHER DATA AND INFORMATION PROVIDED TO COMPANY OR RECEIVED BY OR COLLECTED FROM THE APPLICATION SERVICES. IN ADDITION, CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THE COMPANY'S WEB SERVICES OPTION TO OBTAIN, MANIPULATE AND/OR STORE SUCH CONTENT, DATA, AND INFORMATION. COMPANY SHALL NOT BE LIABLE TO CLIENT OR ANY OF CLIENT'S MEMBERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, DATA AND INFORMATION, OR ITS USE OF THE COMPANY'S WEB SERVICES OPTION.

6. Company's Ownership.

(a) Company is the exclusive owner of the Application Services. No rights with respect to the Application Services are granted to Client except as expressly set forth in this Agreement.

(b) Company shall retain title to any work product developed or created for Client by Company pursuant to Professional Services performed under the Service Agreement. Company grants to Client a non-exclusive, royalty free license to use such work product solely in connection with Client's use of the Application Services during the Term. Company shall not be restricted in the manner it uses the work product or any ideas, concepts, knowhow, techniques or procedures acquired or used by Company in the performance of the Professional services, provided, however, that Company shall only use Content and Client's Confidential Information to provide the Services under the Service Agreement.

(c) Client acknowledges that, in providing the Services, Company utilizes (i) the iModules name, logo, domain name, and the product and service names associated with the Application Services; and (ii) other technology, software, equipment, products, processes, algorithms, methods of doing business, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Company Property"). Company Property also includes any pre-existing or independently developed materials which are used in connection with the provision of any Services. Company is the exclusive owner of all Company Property.

7. Company Responsibilities.

(a) Company shall: (i) maintain the security and integrity of the Application Services; and (ii) use commercially reasonable efforts to make the Application Services available on a 99% availability basis 24 hours a day, 7 days a week, except for: (a) regularly scheduled maintenance (of which Company shall give reasonable advance notice via the Application Services); or (b) any unavailability caused by circumstances beyond Company's reasonable control, including computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control, and network intrusions or denial of service attacks.

(b) Should an unscheduled Application Services interruption occur, Company will use commercially reasonable efforts to bring the Application Services back online within 30 minutes of the time of interruption, regardless of the time or date the service interruption first occurs. Company shall maintain a pager-based escalation procedure to promptly bring any Application Services interruptions to the attention of the appropriate Company personnel for response and resolution. In the event of any major Application Services interruption, Company will notify Clients as soon as possible as to the extent of the problem and anticipated downtime.

(c) As part of the Application Services, Company will perform daily data backups and maintain industry-standard disaster recovery processes.

(d) Company maintains an Escrow Agreement with Iron Mountain Escrow Application Services that provides beneficiary rights to Client. Client will receive confirmation from Iron Mountain of its beneficiary rights following execution of the Agreement. In the unlikely event that Company ceases operations and is unable to continue to provide the Application Services, either directly or through a successor, Company's proprietary source code comprising the Application Services will be released to Client. The purpose of this Escrow is to enable Client to maintain the functionality of the Application Services during the remaining term of the Agreement. The source code will be provided on an "as-is" basis. The source code does not become the property of Client, and Client cannot redistribute or license the source code for any purpose. The source code will be treated as Company's Confidential Information by Client and not released or disclosed to any person or third party. Client's right to use the source code will terminate on the termination of the Agreement. Client shall pay to Company the annual beneficiary Escrow Service fees as set forth in the Service Agreement and renewals thereof.

(e) Company will provide telephone and email for the Application Services in accordance with its standard support policies. Standard hours are Monday-Thursday 7:00am – 7:00pm CST and Friday 7:00am – 6:00pm CST.

8. Client Responsibilities.

(a) The Application Services may be used only for lawful purposes. Any posting or transmission of data or other use of the Application Services in violation of any applicable state, federal or other law by Client, its members or any users is strictly prohibited. This includes, but is not limited to, data that is threatening,

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obscene, indecent, defamatory, discriminatory or which belongs to a third party (without the permission of such third party). It also includes the posting or transmission of data in violation of export control laws.

(b) Client shall not: (i) sublicense, sell, lease, transfer, assign, or otherwise commercially exploit or make the Application Services available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein or block or disrupt any use or enjoyment of the Application Services by any third party; or (v) attempt to gain unauthorized access to the Application Services or its related systems or networks.

(c) Client shall not (i) modify, translate, copy or create derivative works based on the Application Services or Company Property; (ii) disassemble, reverse engineer, or decompile the Application Services or Company Property, or (iii) access the Application Services in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics as the Application Services.

(d) Client will notify Company in writing or via email of any changes to the contact information of key individuals that are party to this Service Agreement.

(e) Client will not provide password or login access to any individual that is not an employee, independent contractor or volunteer of Client.

(f) Client will not provide password or login access to any third party developer, integrator or contractor to access Company's Web Services. Any third party wishing to have access to Company's Web Services to access Client's data must license that access (Web Services License) directly from Company.

9. **WARRANTY DISCLAIMER.** EXCEPT AS PROVIDED HEREIN, THE PARTIES MAKE NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability.** EXCEPT FOR (i) A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, (ii) BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (iii) A MISAPPROPRIATION OR MISUSE OF THE CONFIDENTIAL INFORMATION OF THE OTHER PARTY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT TO COMPANY HEREUNDER. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. **Fees and Payment.** Client shall pay all Services fees as specified in the Service Agreement, and fees will be invoiced and paid as set forth in the Service Agreement. Invoices are payable upon receipt. Interest will accrue, to the extent allowed by law at 1% per month from the date of invoice on all invoices over 30 days old. The fees do not include any amount for sales, use or other taxes or assessments of any jurisdiction. Client shall be responsible for paying all such taxes and assessments and shall reimburse Company and hold Company harmless for all such taxes or assessments which Company is required to collect or remit to applicable tax authorities. This provision does not apply to any taxes based on Company's income. If client is exempt from the payment of any such taxes or assessments, Client shall provide to Company the applicable tax exemption certificates.

12. Confidential Information.

(a) The Parties acknowledge the likely disclosure to each other during this Agreement of Confidential Information, the secrecy of which provides the disclosing Party an important commercial benefit. Each Party agrees to protect the secrecy of such information and not to use such information other than in furtherance of this Agreement, nor to disclose such Confidential Information to any other person or entity, other than to its employees or agents who need access to such information, without the written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party. "Confidential Information" means any and all information regarding the Party's intellectual property, trade secrets, proprietary data, business plans and forecasts, marketing strategies, financial information, account information, products or services under development, computer software, source codes, object codes, documentation and programmer commentary, analytical techniques and processes, transactional data and other customer or user information, and any other materials or information created or developed by a Party in connection with this Agreement. "Confidential Information" does not include information that (1) was available to a Party free of any confidentiality obligation to the other Party at the time of disclosure; (2) is made available by a Party expressly without restriction on disclosure; (3) is or becomes available to the public on or after the date of this Agreement (other than through prohibited disclosure by a Party); or (4) is developed by a Party independently of such Confidential Information. If a Party is compelled by law to disclose Confidential Information of the other Party, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

(b) To the extent that Content or any other information provided or input into the Application Services by Client includes any "personal data" as defined under any applicable data protection laws, such personal data shall be treated as Confidential Information by Company in accordance with this Section. Company shall take reasonable security measures to protect such data and to maintain its confidentiality to the extent Company has access to such personal data. However, Client acknowledges that Client is solely responsible for inputting and managing such personal data and for compliance with all applicable laws governing such personal data.

13. **Representations and Warranties.** Each Party represents and warrants that (1) it is duly formed and validly existing under the laws of its formation and has all the necessary powers to enter into and perform this Agreement; (2) the execution and performance of this Agreement will not conflict with its certificate of formation or by-laws, or any applicable law or regulation, and will not breach any agreement, instrument, or order to which it is subject; and (3) it is the owner

This Agreement contains confidential and proprietary Company information intended solely for Client and other related parties under contract with Client. Such Company information may not be disclosed to third parties without the written permission of Company.

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913.888.0772 | imodules.com

of, or has a license to use, any copyrights, patents, trademarks, trade secrets, or other intellectual property granted or conveyed herein, and that any rights, licenses, or other uses granted by such Party do not infringe or misappropriate any right of any third party. Company warrants that it owns or otherwise possesses sufficient rights to use, display, access, and permit Client to use, display, and access the Application Services, and any Company Property and third-party software used in connection with the Application Services.

14. Indemnification.

(a) Company agrees to defend, indemnify, and hold harmless Client, including its members, officers, directors, employees, partners, or agents from any and all damages, expenses, claims, demands, liabilities, fines, penalties, or judgments, including attorneys' fees, arising from (1) any claim of copyright or other intellectual property infringement relating to the Application Services or any Company Property, (2) the material breach of any Company representation or warranty set forth in Section 13 above; and (3) any gross negligence or willful misconduct of Company.

(b) Client agrees to defend, indemnify, and hold harmless Company, including its members, officers, directors, employees, partners, or agents from any and all damages, expenses, claims, demands, liabilities, fines, penalties, or judgments, including attorneys' fees, arising from (1) any claim of copyright or other intellectual property infringement relating to any Content and any other data into the Application Services by Client, (2) any third party claim relating to the Content or relating to Client's breach of its obligations set forth in Section 8 above or otherwise relating to Client's or its members use or misuse of the Application Services, (3) the material breach of any Client representation or warranty set forth in Section 13 above; (4) Client's use of the Company's Web Services option to obtain, manipulate and/or store Content or any other data; and (5) any gross negligence or willful misconduct of Client.

(c) The indemnified party shall (a) promptly give written notice of the claim to the indemnifying party; (b) give the indemnifying party sole control of the defense and settlement of the claim; and (c) provide to the indemnifying party reasonable assistance in its defense. The indemnifying party shall not enter into any settlement that imposes any liability on or admits any wrongdoing by the indemnified party without the indemnified party's prior written consent.

15. **Security and Privacy Policy.** Company's security and privacy statement regarding the Service is set forth at www.imodules.com.

16. **ADA/Section 508.** Company continues to work towards ADA and Section 508 website design and compliance standards to the extent possible, taking into account client needs and corresponding development priorities. This work is ongoing and currently scheduled into various development cycles. However, given various client requests and needs Company cannot provide a specific timeline and/or deliverable date for a complete ADA and Section 508 fully compliant solution.

17. **Relationship of Parties.** The Parties agree that Company shall operate as an independent contractor and shall not be deemed to be engaged in a partnership, joint venture, or agency relationship of any kind. Neither Party has, nor shall be deemed to have, the authority to represent the other Party or to create any obligation, express or implied on behalf of the other Party.

18. **Force Majeure.** If Company is prevented from performing any of its obligations under this Agreement due to causes beyond the reasonable control of Company, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, fires, interruptions in telecommunications or internet services or network provider services (each, a "Force Majeure Event"), Company's performance shall be excused and the time for performance shall be extended accordingly provided that Company promptly takes all commercially reasonable steps to resume full performance. If Company's performance is prevented or delayed for more than thirty (30) consecutive days due to a Force Majeure Event, then Client may terminate this Agreement upon delivery of written notice to Company.

19. **General.** The laws of the state of Kansas shall govern this Agreement. The parties hereto agree to submit to the non-exclusive jurisdiction and venue of the District Court of Johnson County, Kansas, and the Federal District Court of Kansas located in Kansas City, Kansas, for any matter arising under or related to this Agreement. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall be held to be invalid, illegal, or unenforceable, had never been contained herein. This Agreement and the Service Agreement together represent the entire agreement between the parties regarding the subject matter hereof and supersede all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof, and shall prevail notwithstanding any variances with terms and conditions of any order submitted. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Use of the Application Services constitutes acceptance of this Agreement and the terms of the Service Agreement, which agreement cannot be modified except by written instrument signed by the parties hereto. In any legal action between the parties hereto concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued. Neither Party may assign any right or obligation under this Agreement without the prior written consent of the other Party, except in connection with the sale, merger, or transfer of substantially all of the assets of such Party or to a wholly-owned subsidiary of such Party. All notices under this Agreement shall be in writing, sent to the addresses set forth in the Service Agreement, and shall be deemed to have been given upon: (i) personal delivery including via courier service; and (ii) upon confirmed signature and delivery receipt if mailing; Confirmation of such notice may be sent via email. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

This Agreement contains confidential and proprietary Company information intended solely for Client and other related parties under contract with Client. Such Company information may not be disclosed to third parties without the written permission of Company.

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Service Agreement Terms and Conditions Addendum

1. Client has declined the escrow services option, therefore 7d above is not applicable to this agreement.

This Agreement contains confidential and proprietary Company information intended solely for Client and other related parties under contract with Client. Such Company information may not be disclosed to third parties without the written permission of Company.

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

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

EMPLOYMENT 2012-2013

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|-----------------|------------------------------|---------------------|
| Juwan Vartanian | Participation in First 5-CSP | 09/26/12 – 10/16/12 |
| Renee M. Worthy | Participation in First 5-CSP | 10/16/12 |
| Edward Goldberg | Interim Chief of Police | 12/06/12 – 03/31/13 |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|------------------------|--|---------------------|---------------|
| Anna Talamantes-Ristow | Project: On-Site Athletic Administrator: | | |
| | 1) Volleyball | 08/21/12 – 12/18/12 | \$ 600.00 |
| | 2) Men's Basketball | 11/15/12 – 03/30/13 | \$ 1,000.00 |
| | 3) Women's Basketball | 11/15/12 – 03/30/13 | \$ 1,000.00 |
| | 4) Swimming/Diving | 01/01/13 – 05/30/13 | \$ 300.00 |
| Emily Lane | Program Development-Medical Assistant | 12/06/12 – 05/21/13 | \$ 66.01 hr. |
| John Frisch | Temporary Athletic Trainer | 11/08/12 – 06/01/13 | \$ 18.32 hr. |
| Eugene Buban | Web Master Assistance | 12/01/12 – 06/30/13 | \$ 23.93 hr. |
| Debbie Dorrough | Clinical Adjunct | 12/06/12 – 05/25/13 | \$ 50.03 hr. |
| Erika Smith | Cosmetology Lab Assist. | 11/08/12 – 05/25/13 | \$ 17.57 hr. |
| Zyra Larot | Substitute Student Services Assistant II | 11/20/12 – 01/20/13 | \$ 16.07 hr. |

Charo Albarrán
 Interim Director, Human Resources


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

November 21, 2012
 Date Submitted

November 21, 2012
 Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 December 5, 2012
 Page 2

Released Time

| <u>Name</u> | <u>Assignment</u> | <u>% of Released Time</u> | <u>Dates</u> |
|---------------|------------------------|---------------------------|--------------------|
| Diane White | Grievance Coordinator | 40% | 11/15/12 – 5/24/13 |
| Michael Wylly | Humanities Coordinator | 20% | 11/15/12 – 5/24/13 |

Professional Experts

| <u>Name</u> | <u>Assignment</u> | <u>Dates</u> | <u>Amount</u> |
|----------------------|---|---------------------|---------------|
| Colin Banks | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Steven C. Brassfield | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Gregory S. Chaloner | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Steve D. Coleman | Journey Level Assistant Fire Academy | 12/06/12 - 06/30/13 | \$25.00 hr. |
| Matthew W. Fields | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| James R. Franceschi | Journey Level Assistant Fire Academy | 12/06/12 – 06-30/13 | \$25.00 hr. |
| Donald R. Richards | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Dean Sarley | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Randy J. Shafer | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Joshua Smotherman | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Jack S. Snyder | Journey Level Assistant Fire Academy | 12/06/12 – 06/30/13 | \$25.00 hr. |
| Charles Pyle | Guest Speaker for Art Class 52/54/55 | 11/29/12 – 11/29/12 | \$150.00 |

GRATUITOUS SERVICE

| <u>School/Department</u> | <u>Name</u> | <u>Assignment</u> |
|--------------------------------------|-----------------------|---------------------------------------|
| Academic & Student Affairs | Lorenzo Hays-Phillips | Assist with Community Relations |
| Human Performance and Development | Ann Talamantes-Ristow | Assist with WMS Basketball program |

RESIGNATION

| <u>Name</u> | <u>Assignment</u> | <u>Date</u> |
|--------------------|---|--------------------|
| Ona Smith | Student Services Assistant II, Financial Aid Department CSEA, 10 years of service | 12/07/12 |

AGENDA ITEM 7.(d)
MEETING DATE December 5, 2012

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

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

PROFESSIONAL SERVICES AGREEMENTS

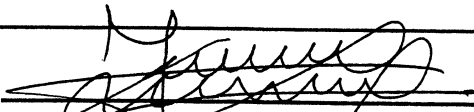
**Campus Police Department
Edward Goldberg, Responsible Manager**

| | | | |
|---------------|--|-------------------------------------|--|
| Tania Dee Gay | Provide latent print training and computer voice stress analysis (CVSA) for campus police personnel. | October 24, 2012- March 30, 2013 | \$25/hr. for latent print training \$150/CVSA exam Not to exceed \$2,500 |
|---------------|--|-------------------------------------|--|

**School of Career Technical Education and Business
Máire Morinec, Responsible Manager**

| | | | |
|-----------|---|--------------------------------------|--|
| Julia May | Assist with the planning of the Career Technical Education Fair in conjunction with the "Day on the Green" event. | December 6, 2012 - April 30, 2013 | Not to exceed \$15,000 (Funding provided by the Perkins CTE Grant.) |
|-----------|---|--------------------------------------|--|

Yulian I. Ligioso
Vice President, Finance and Administration



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

November 21, 2012
Date Submitted

November 21, 2012
Date Approved

SOLANO COMMUNITY COLLEGE FINANCE & ADMINISTRATION CONSENT
CALENDAR

Governing Board Meeting

December 5, 2012

Page 2

PROFESSIONAL SERVICES AGREEMENTS (Continued)

Human Resources

Charo Albarran, Responsible Manager

| | | | |
|----------------------|--|------------------------------------|---------------------------|
| Elizabeth Bombola | Conduct background investigations for the Campus Police Department. | December 6, 2012- June 30, 2013 | Not to exceed \$19,000 |
|----------------------|--|------------------------------------|---------------------------|

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION HONORING BARBARA CAPPEL

REQUESTED ACTION: APPROVAL

SUMMARY:

Ms. Barbara Cappel has served the Solano Community College District with distinction since May 6, 1985, when she began working as a Cashier in the Fiscal Services Department.

Barbara retired from her current position as Accounting Specialist II on October 31, 2012, after 27 plus years of dedicated service to the District.

Best wishes are extended to Barbara for a well-deserved retirement, with sincere thanks for her many contributions to Solano Community College.

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

Yulian Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

400 Suisun Valley Road
 Fairfield, California 94534

ADDRESS

707-864-7209

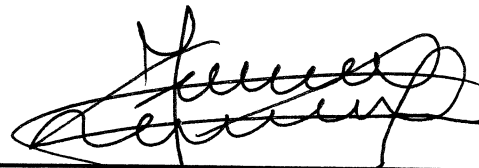
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING**

BARBARA CAPPEL

Whereas, Barbara Cappel has served the Solano Community College District with distinction since May 6, 1985, when she began working as Cashier. Barbara ultimately held the following positions: Accounting Clerk II, Accounting Clerk III, Accounting Specialist 1, and Accounting Specialist II;

Whereas, Barbara Cappel, in addition to her ever-increasing responsibilities at Solano Community College, worked on various projects and committees, and successfully served on various hiring committees;

Whereas, Barbara Cappel, always without hesitation and with the attitude of good fun, wore crazy costumes commemorating the spirit of Halloween, giving her department and College colleagues cause to compete;

Whereas, Barbara Cappel has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system;

Whereas, Barbara Cappel retired from her current position as Accounting Specialist II in Fiscal Services, effective October 31, 2012, after 27 plus years of dedicated service to the District;

Whereas, Barbara Cappel was always supportive of student activities, as well as the activities and needs of the Solano Community College Educational Foundation; and

Whereas, Barbara Cappel's support of Solano Community College programs and activities has always been enthusiastic and has earned her the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Barbara Cappel will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and extends their best wishes in her well-deserved retirement and future endeavors.

Passed and Adopted, This 5th day of December 2012, by the Governing Board of the Solano Community College District.

Rosemary Thurston, President

Sarah E. Chapman, Vice President

Denis Honeychurch, J.D.

Pam Keith

Phil McCaffrey

Catherine M. Ritch

A. Marie Young

Kayla Salazar, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION HONORING GEORGE MAGUIRE
REQUESTED ACTION: APPROVAL

SUMMARY:

Professor George Maguire has served the Solano Community College District with distinction since August 1996, when he began working as a Drama Instructor in the Theatre Arts Department.

George retires from his current position as Theatre Arts Professor, effective December 31, 2012, after 16 years of dedicated service to the District.

Best wishes are extended to George for a well-deserved retirement, with sincere thanks for his many contributions to Solano Community College.

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

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

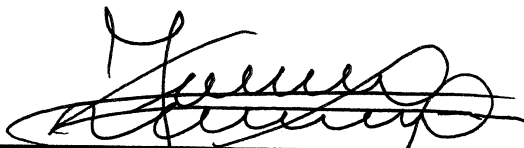
Jowel C. Laguerre, Ph.D.
Superintendent-President
PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, California 94534
ADDRESS

707-864-7112
TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2012
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


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

November 21, 2012
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING

GEORGE MAGUIRE

Whereas, George Maguire has served the Solano Community College District with distinction for 16 years since August 1996, when he began working as a Drama Instructor in the Theatre Arts Department;

Whereas, George Maguire, in addition to his responsibilities in the School of Liberal Arts, served faithfully in various capacities, such as the Flex Cal Committee, various hiring committees, and as Executive Board representative for the Fine and Applied Arts/Behavioral Sciences Division for the Solano College Faculty Association;

Whereas, George Maguire is a powerful Theatre Professor, with a passion for his craft and dedication to students. He is able to translate students' nascent talents into strong performances;

Whereas, George Maguire has directed over 50 products for SCC that have garnered over 40 Solano County ARTY Awards, 20 plus Sacramento area ELLY Awards; a number of LA Dramalogue Awards, and San Francisco Dean Goodman Choice Awards;

Whereas, Harvard, New York University, the Moscow Arts Festival, Juilliard, Columbia University; Cincinnati Conservatory of Music, Boston University, American Conservatory Theater, National Theater Conservatory/Denver; North Carolina School of the Arts, University of the Arts, Santa Fe, Chicago's DePaul University; UCLA, USC, UCSD, UCSC, and UCSB are among the wonderful schools where George Maguire has guided students to Bachelor of Fine Arts and Master of Fine Arts Degrees;

Whereas, George Maguire's support of Solano Community College programs and activities, students, faculty, and staff has always been enthusiastic and dedicated to student success;

Whereas, George Maguire has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system; especially when he facilitated "*An Evening with Tom Hanks*" Fundraiser event in February 2010, a stellar evening benefitting students; and

Whereas, George Maguire has proclaimed that education is a two-way street—an avenue not only benefitting students, but a journey that has made him a better person because of them; now, therefore be it

Resolved, That George Maguire will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him the best in his well-deserved retirement and future endeavors, effective December 31, 2012.

Passed and Adopted, This 5th Day of December 2012, by the Governing Board of the Solano Community College District.

Rosemary Thurston, President

Sarah E. Chapman, Vice President

Denis Honeychurch, J.D.

Pam Keith

Phil McCaffrey

Catherine M. Ritch

A. Marie Young

Kayla Salazar, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION HONORING TRUSTEE
PHILIP MCCAFFREY, RESOLUTION NO. 12/13-10
REQUESTED ACTION: APPROVAL

SUMMARY:

Trustee Philip (Phil) McCaffrey has served with distinction for ten years on the Solano Community College District Governing Board since December 2002.

Sincere appreciation and best wishes are extended to Trustee McCaffrey for his leadership and dedicated service to the District.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, California 94534

ADDRESS

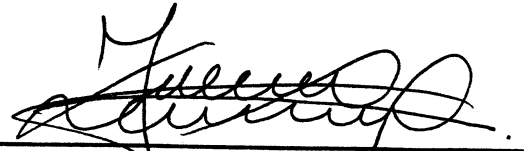
707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 21, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION HONORING PHILIP McCAFFREY

RESOLUTION NO. 12/13-10

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4 *Whereas*, Philip McCaffrey has served ten years on the Solano Community College
5 District Governing Board with distinction since December 2002, always carefully listening to
6 other points of view while bringing thoughtful and fair leadership to the Board;

7 *Whereas*, Philip McCaffrey was elected to serve as Vice President of the Governing
8 Board from December 2006 through December 2007, and President of the Governing Board
9 from December 2007 through December 2008;

10 *Whereas*, While at Solano College, Philip McCaffrey has been a strong proponent of
11 shared governance, working together with his fellow Trustees and Administration;

12 *Whereas*, Philip McCaffrey's commitment to students and the citizens of Vacaville,
13 Dixon, and Winters was instrumental in leading the District towards student achievement and
14 success;

15 *Whereas*, Philip McCaffrey served on several subcommittees of the Board, including
16 Chairing the Audit Subcommittee and serving on the Building 600 (Remodel) Subcommittee;
17 acted as an advisor for the Solano College Democratic Club from 2002-2004, and also served
18 on the SCC Educational Foundation Board of Directors from 2002-2005 as Vice Chair,
19 representing the Board of Trustees during his tenure.

20 *Whereas*, Philip McCaffrey's support of Solano College programs, students and
21 activities, and in particular the Associated Students of Solano College (ASSC), has always
22 been enthusiastic and dedicated to student success; and

23 *Whereas*, Philip McCaffrey has always been quick to publicly recognize others for their
24 hard work and contributions to the success of Solano Community College; now therefore be
25 it

26 *Resolved*, That the Solano Community College District Governing Board hereby
27 expresses sincere appreciation to Philip McCaffrey for his leadership and dedicated service to
28 the District; and, further be it

29 *Resolved*, That the Governing Board wishes him well and extends sincere thanks for his
30 many contributions to the future of Solano Community College.

31 *Passed and Adopted*, This 5th day of December 2012, by the Governing Board of the Solano
32 Community College District.

33 _____
34 Rosemary Thurston, President

33 _____
34 Sarah E. Chapman, Vice President

35 _____
36 Denis Honeychurch, J.D.

35 _____
36 Pam Keith

37 _____
38 Catherine M. Ritch

37 _____
38 A. Marie Young

Kayla Salazar, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SET DATE, TIME, AND PLACE FOR ANNUAL ORGANIZATIONAL MEETING
REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designates the Board meeting of December 19, 2012, as the annual organizational meeting of the Governing Board. The organizational meeting will be held at 7:00 p.m., Room 626, at the Solano Community College campus, 4000 Suisun Valley Road, Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

1. Elect a President, Vice President, and appoint a Secretary for 2012-2013.
2. Establish the dates, times, and locations of the Governing Board meetings.
3. Select a representative to the Solano County School Boards Association.

It is recommended that the Governing Board approve the date, time, and place for the organizational meeting as set forth above.

Government Code: Board Policy: 1026 Estimated Fiscal Impact: \$ N/A
Educational Code Section 72000(c)(2)(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

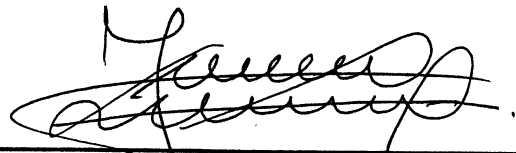
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 21, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2013**

The Governing Board meets the first and third Wednesday of each month at 6:30 p.m., in the Board Room (626), of the *Administration Building. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent-President's Office and on the Solano College Web site: www.solano.edu.

January 16, 2013
February 6, 2013
February 20, 2013 (Vacaville)
March 6, 2013
March 20, 2013 (Vallejo)
April 3, 2013 (Spring Break – No Meeting)
April 17, 2013
April 2013 – Board Retreat – To Be Determined
May 1, 2013
May 15, 2013
June 5, 2013
June 19, 2013
July 17, 2013
August 7, 2013
August 21, 2013
September 4, 2013
September 18, 2013 (Vacaville)
October 2, 2013
October 16, 2013 (Vallejo)
November 6, 2013
November 20, 2013
December 4, 2013
December 18, 2013

*Building 600 will experience a remodel/renovation in 2013; therefore, Board Meeting locations are subject to change until the remodel/renovation has been completed.

JCL:js

BD MTG CAL.2013

Reviewed by Governing Board for Information: 12/05/12

Approved by Governing Board:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVE APPOINTMENTS TO THE MEASURE G
CITIZENS' BOND OVERSIGHT COMMITTEE,
RESOLUTION NO. 12/13-11

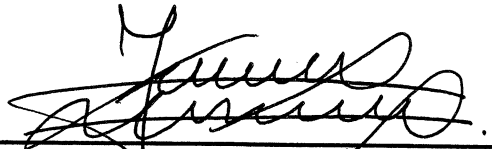
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 12/13-11 to appoint one citizen to fill a vacancy on the Measure G Citizens' Bond Oversight Committee (CBOC).

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the oversight committee which are contained in its adopted Bylaws.

A Board Adhoc Subcommittee comprised of Board President Rosemary Thurston, Chair; and Trustee A. Marie Young has reviewed the application submitted by the interested citizen. After consideration of the candidate's qualifications, the Board subcommittee will make its recommendation.

| | | |
|---|----------------------|---|
| <i>Government Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$ N/A</i> |
| SUPERINTENDENT'S RECOMMENDATION | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Yulian I. Ligioso Vice President, Finance and Administration | |  JOWEL C. LAGUERRE, Ph.D. Superintendent/President |
| PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | |
| 707-864-7209 | | |
| TELEPHONE NUMBER | | November 21, 2012 |
| Finance and Administration | | DATE APPROVED BY |
| ORGANIZATION | | SUPERINTENDENT/PRESIDENT |
| November 21, 2012 | | |
| DATE SUBMITTED TO | | |
| SUPERINTENDENT/PRESIDENT | | |

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT A MEMBER TO THE
MEASURE G CITIZENS' BOND OVERSIGHT COMMITTEE**

RESOLUTION NO. 12/13-11

1
2
3
4
5
6 **WHEREAS**, As mandated by Proposition 39 and pursuant to Education Code Section
7 15278, the Solano Community College District Governing Board approved Resolution No.
8 02/03 – 32 at its February 19, 2003, establishing the Measure G Citizens' Bond Oversight
9 Committee (CBOC) and approval of its Bylaws;

10 **WHEREAS**, The CBOC Bylaws contains the purpose, duties, meeting and reporting
11 requirements, and membership and term conditions of the committee;

12 **WHEREAS**, The CBOC is comprised of nine members representing several constituent
13 groups from throughout the District's service region and it is necessary at this time to appoint new
14 members (one from the construction/trades industry and one from a taxpayers' association) and
15 re-appoint an existing member to serve a second term on the CBOC; and

16 **WHEREAS**, An individual submitted an application, and a subcommittee of the
17 Governing Board reviewed and considered his qualifications; now therefore be it

18 **RESOLVED**, In accordance with the Bylaws, the Governing Board will make the
19 appointment based on the recommendations from the Board subcommittee.

20 **PASSED AND ADOPTED**, This 5th day of December 2012, by the Governing Board of
21 the Solano Community College District.

22
23
24 _____
ROSEMARY THURSTON, BOARD PRESIDENT

25
26
27 _____
JOWEL C. LAGUERRE, Ph.D., SECRETARY
28

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

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVES ACADEMIC YEAR 2013-2014

REQUESTED ACTION: APPROVAL

SUMMARY:

The Sabbatical Leave Committee recommends that the following professors be granted Sabbatical Leaves for the 2013-2014 academic year:

| <u>Professor</u> | <u>Semester</u> | <u>Estimated Cost</u> |
|------------------|-----------------|-----------------------|
| Kevin Marks | Fall 2013 | \$16,000 |
| Patricia Itaya | Spring 2014 | \$16,000 |

Government Code: 87767 Board Policy: Estimated Fiscal Impact: \$32,000
Solano College Chapter CCA/CTA/NEA Contract, Article 11
BOT 2012-2013 Goals: #2 – Support and Monitor activities designed to improve and support student success.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

J. Arturo Reyes, Executive Vice President
 Academic & Student Affairs

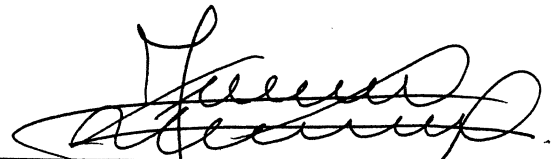
PRESENTER'S NAME
 4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS
 707-864-7102

TELEPHONE NUMBER
 Academic & Student Affairs

ORGANIZATION
 November 21, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 21, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FIRST READING – DISTRICT MISSION, POLICY NO. 1003 - REVISED
REQUESTED ACTION: INFORMATION

SUMMARY:

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies.

Revised Policy No. 1003, District Mission (Mission Statement), has been reviewed by the Board Policy Adhoc Subcommittee, and by representatives from the campus community, including Academic Senate, Shared Governance Council, and the Superintendent-President's Cabinet.

This item will return to the Board for approval at the December 19, 2012, meeting.

*Government Code: ACCJC Standard One Board Policy: 1003; 2070 Estimated Fiscal Impact: N/A
CEO 2012-2013 Goals: 1. Ensure completion of accreditation report.
BOT 2012-2013 Goals: 4. Monitor progress related to ACCJC recommendations.*

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

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT MISSION

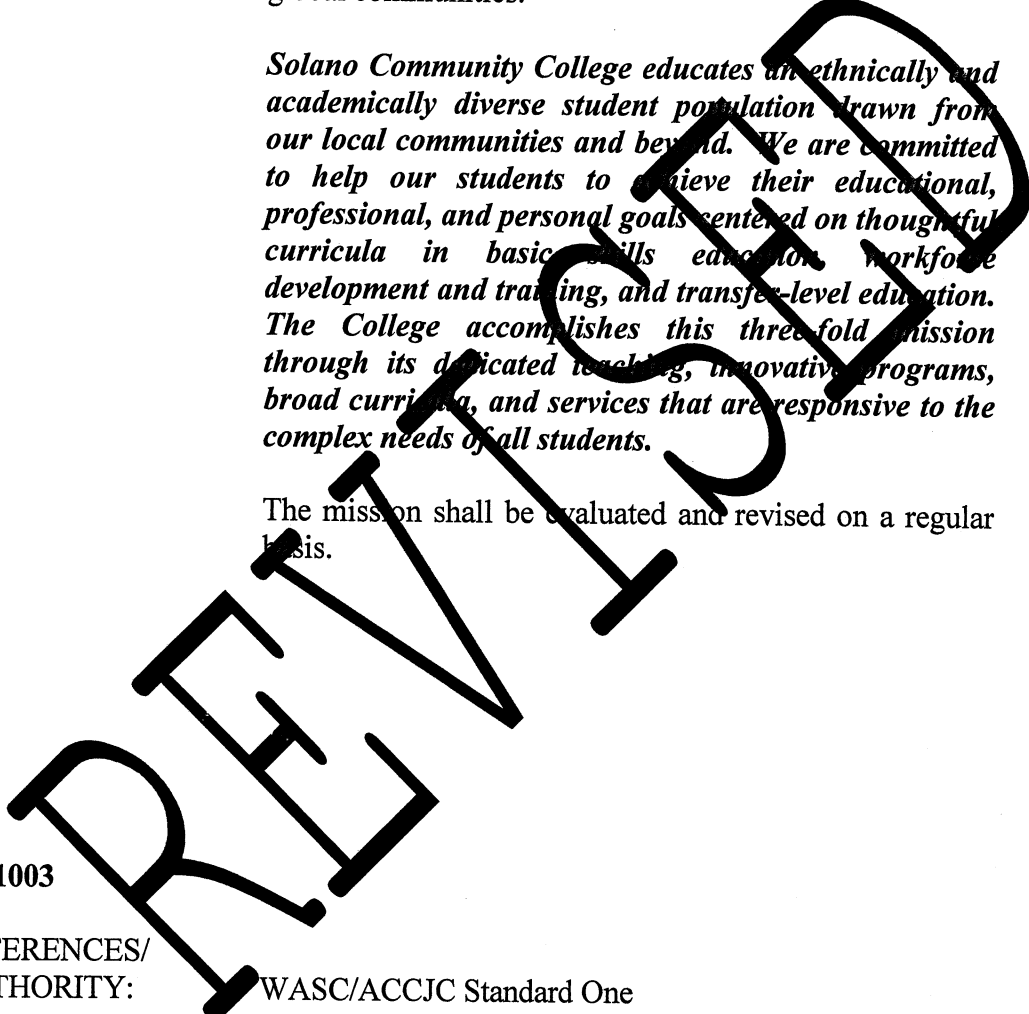
1003

POLICY: *Mission Statement –*

~~Solano Community College prepares a diverse student population to participate successfully in today's local and global communities.~~

Solano Community College educates an ethnically and academically diverse student population drawn from our local communities and beyond. We are committed to help our students to achieve their educational, professional, and personal goals centered on thoughtful curricula in basic skills education, workforce development and training, and transfer-level education. The College accomplishes this three fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students.

The mission shall be evaluated and revised on a regular basis.



BP 1003

REFERENCES/
AUTHORITY: WASC/ACCJC Standard One

ADOPTED:
Revised: June 6, 2007
March 17, 2010
XXXXXXXX

AGENDA ITEM 11.(b)
MEETING DATE December 5, 2012

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

TO: Members of the Governing Board
**SUBJECT: ANNUAL FINANCIAL REPORT – CCFS-311 FOR
FISCAL YEAR 2011-2012**

REQUESTED ACTION: INFORMATION

SUMMARY:

Yulian I. Ligioso, Vice President, Finance and Administration, will present the 2011-12 Annual Financial and Budget Report–CCFS-311. The report has been filed as required with the California Community Colleges Chancellor’s Office.

A copy of the report may be obtained in the Office of the Superintendent-President, and in the Office of the Vice President of Finance and Administration. It is also available online at:

http://www.solano.edu/finance_admin/fiscal_reports.php

Government Code: Board Policy: 3020 Estimated Fiscal Impact: \$ N/A
California Code of Regulations (CCR) 58305(d)

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

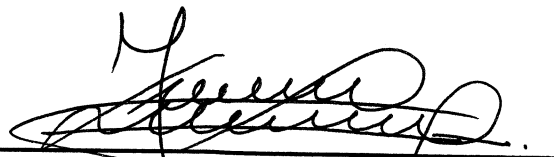
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2011-2012)
(Budget Report for Fiscal Year 2012-2013)

District: SOLANO

District Code: 280

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

District Chief Business Officer

Date

District Superintendent

Date

Contact: Yulian Iligioso

(707) 864-7209

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2012. Please submit the report to :

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814-6511

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED WINTER AND SPRING BREAK SCHEDULES FOR 2012-2013

REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Charo Albarran, Interim Director of Human Resources, will present the proposed winter and spring break schedules for 2012-2013.

- **Winter Break:** The campus will be closed Friday, December 21, 2012 through January 2, 2013. Return to work Thursday, January 3, 2013.
- **Spring Break:** The campus will be closed Monday, April 1, 2013 through Friday, April 5, 2013.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, California 94534-3197

ADDRESS

(707) 864-7122

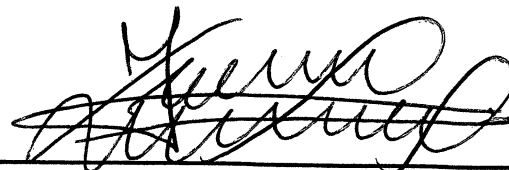
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PRESENTATION OF THE DISTRICT'S INITIAL
PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #211**

REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College (District) and the California School Employees Association, Chapter #211 are preparing to enter into negotiations for a successor agreement for the period of 2011-2014.

The attached item constitutes the District's initial proposal to California School Employees Association, Chapter #211 for the purpose of public notice ("sunshining") as is required under the Educational Employment Rights Act ("EERA") prior to collective bargaining. Pursuant to Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for December 19, 2012. Following public comment, the Board shall consider the approval of the District's initial proposal.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

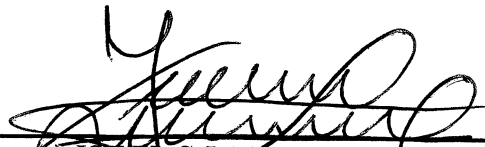
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INITIAL PROPOSAL FROM THE
SOLANO COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),
CHAPTER #211**

December 5, 2012

The collective bargaining proposals submitted by the Solano Community College District are expressly pursuant to the Educational Employment Relations Act and Article XXIX (Negotiations) of the parties' collective bargaining agreement. It is the intention of the Solano Community College District to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement. Any article proposed for amendment by the Exclusive Representative shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

The District will make proposals regarding the effects of the Public Employee Pension Reform Act of 2012.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PRESENTATION OF THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CHAPTER #211
INITIAL PROPOSALS TO THE DISTRICT

REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College (District) and the California School Employees Association, Chapter #211 are preparing to enter into negotiations for a successor agreement for the period of 2011-2014.

The attached item constitutes CSEA's initial proposal to the District for the purpose of public notice ("sunshining"), as is required under the Educational Employment Rights Act ("EERA") prior to collective bargaining. No action by the Board is necessary. Pursuant to Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for December 19, 2012.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

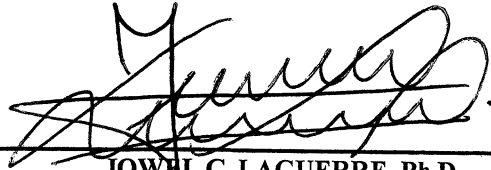
707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 21, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College
PROPOSAL

November 16, 2012

CSEA has been receptive to the concerns of the District during our recent budgetary restraints. During this time, CSEA has made sacrifices that other groups chose not to. CSEA had agreed that we would return to the table after the November 2012 election results were known.

CSEA worked diligently with members of the District as well as the local community leaders to ensure that Prop 30 passed in the election, and feel that CSEA Association throughout California played a large part in its passing.

To that end, CSEA took 8 furlough days, which negatively impacted some of our 10 month employees PERS credit. The 8 furlough days equaled a 4% reduction in our salary (averaging \$200 per month) between November 2011 and June 2012.

CSEA is asking that the District reinstate and reimburse our members for these furlough days. We are asking for the equivalent of 4% retroactive to November 1, 2011 to cover for the timeframe taken, (8 months) and issued in a separate check.

CSEA also request that the District notify PERS that the time in service be amended to show those days credit (or indicated as furlough) to our less than 12 month members.

The District requested that CSEA forego the 1% salary increase that was on the table, which as of today, all other constituent groups received.

CSEA is asking the District for a 2% salary increase on the Salary Schedule, in acknowledgement of the commitment of the members to work collaboratively with the District during recent Challenging budgetary times.

CSEA is asking that 1% of that requested be retroactive to November 1, 2011, and issued in a separate check.

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

TO: Members of the Governing Board

**SUBJECT: PRESENTATION OF THE DISTRICT'S INITIAL
PROPOSAL TO SOLANO COLLEGE CHAPTER
CCA/CTA/NEA**

REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College (District) and the Solano College Chapter CCA/CTA/NEA are preparing to enter into negotiations for a successor agreement for the period of 2011-2014.

The attached item constitutes the District's initial proposal to Solano College Chapter CCA/CTA/NEA for the purpose of public notice ("sunshining") as is required under the Educational Employment Rights Act ("EERA") prior to collective bargaining. Pursuant to Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for December 19, 2012. Following public comment, the Board shall consider the approval of the District's initial proposal.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

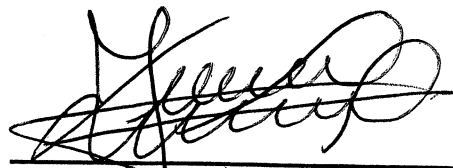
ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INITIAL PROPOSAL FROM THE
SOLANO COMMUNITY COLLEGE DISTRICT
TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA**

December 5, 2012

The collective bargaining proposals submitted by the Solano Community College District are expressly pursuant to the Educational Employment Relations Act and Article XXIX (Negotiations) of the parties' collective bargaining agreement. It is the intention of the Solano Community College District to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement. Any article proposed for amendment by the Exclusive Representative shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

The District will make proposals regarding the effects of the Public Employee Pension Reform Act of 2012.

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

TO: Members of the Governing Board

**SUBJECT: PRESENTATION OF THE DISTRICT'S INITIAL
PROPOSAL TO OPERATING ENGINEERS/STATIONARY
ENGINEERS, LOCAL 39**

REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College (District) and the Operating Engineers/Stationary Engineers, Local 39, are preparing to enter into negotiations for a successor agreement for the period of 2011-2014.

The attached item constitutes the District's initial proposal to Operating Engineers/Stationary Engineers, Local 39, for the purpose of public notice ("sunshining") as is required under the Educational Employment Rights Act ("EERA") prior to collective bargaining. Pursuant to Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for December 19, 2012. Following public comment, the Board shall consider the approval of the District's initial proposal.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

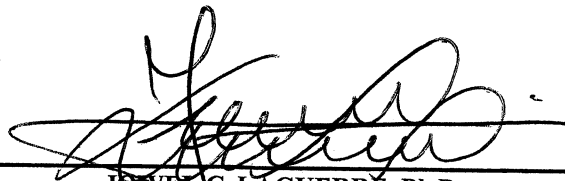
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INITIAL PROPOSAL FROM THE
SOLANO COMMUNITY COLLEGE DISTRICT
TO THE OPERATING ENGINEERS/STATIONARY ENGINEERS,
LOCAL 39**

December 5, 2012

The collective bargaining proposals submitted by the Solano Community College District are expressly pursuant to the Educational Employment Relations Act and Article XXIX (Negotiations) of the parties' collective bargaining agreement. It is the intention of the Solano Community College District to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement. Any article proposed for amendment by the Exclusive Representative shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

The District will make proposals regarding the effects of the Public Employee Pension Reform Act of 2012.