

**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**

**Short-term/Temporary/Substitute**

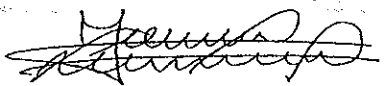
<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Nancy Blanc	Executive Assistant, HR	9/27/12 – 1/27/13	\$29.27/hour
Adrienne Cary	Contract Education Entrepreneurship Grant	10/4/12 – 6/30/13	\$66.01/hour
Mary E. David	Substitute Admin Assist III, Vacaville Center	9/17/12 – 9/21/12	\$17.57/hour
Jaime Lucero	Theater Technician	8/7/12 – 5/22/13	\$12.00/hour
Jackie Rock	Clinical Adjunct	9/1/12 – 12/25/12	\$66.01/hour
Janet M. Schwartz	Substitute Admin Assist III, School of Human Performance & Development	9/25/12 – 3/30/13	\$17.57/hour
Thomas Watkins	Contract Education Entrepreneurship Grant	10/4/12 – 6/30/13	\$66.01/hour

**GRATUITOUS SERVICE**

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Career Technical Education	Derek Albright	EMT Skills
Career Technical Education	John H. Allison	EMT Skills
Career Technical Education	Sarah Breiling	EMT Skills
Career Technical Education	Heidi Donaldo	TA for EMT Class
Math / MESA	Vincent Gacad	MESA Center Tutor
Math / MESA	Antara Finney	MESA Center Tutor

**Charo Albarrán**  
 Interim Director, Human Resources

**September 21, 2012**  
 Date Submitted

  
**JOWEL C. LAGUERRE, Ph.D.**  
 Superintendent-President  
**September 21, 2012**  
 Date Approved

**GRATUITOUS SERVICE (continued)**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Career Technical Education	Thomas Forsen	EMT Basic Skills
Career Technical Education	Brian Freeman	EMT Skills
Math / MESA	Vincent Gacad	MESA Center Tutor
Math / MESA	Jiaying (Jenna) Gu	MESA Center Tutor
Math	Dorothy A. Hawkes	Assist with Math Activity Center
Career Technical Education	Kyle Hightree	EMT Skills
Career Technical Education	Patrick Johannessen	EMT Skills
Math / MESA	Amr Mohamed	MESA Center Tutor
Career Technical Education	Samuel Purdy	EMT Skills
Career Technical Education	Richard G. Stewart, III	EMT Skills

AGENDA ITEM 7.(c)  
MEETING DATE October 3, 2012

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Small Business Development Center  
Chuck Eason, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Gwendolyn Helms	Business advising and training for the Solano College Small Business Development Center.	October 4, 2012- December 31, 2012	Not to exceed \$1,200
Ron Mulligan	Business advising for the Solano College Small Business Development Center.	October 4, 2012- December 31, 2012	Not to exceed \$1,200
Greg Peterson	Business consulting to the Solano College Small Business Development Center.	October 4, 2012- December 31, 2012	Not to exceed \$960

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**Yulian I. Ligioso**  
Vice President, Finance and Administration

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September 21, 2012  
**Date Submitted**



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

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September 21, 2012  
**Date Approved**

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

**TO:** Members of the Governing Board

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN  
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT AND  
SOLANO COMMUNITY COLLEGE DISTRICT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

An agreement between Solano Community College District and the Butte-Glenn Community College District for special educational services is being presented to the Governing Board for approval.

The District will provide Rehabilitation Skills training for the State of California, Department of Corrections and Rehabilitation, for professionals at six sites. Training will take place between October 4, 2012 and June 30, 2013, dates and times to be determined by the State of California, Department of Corrections and Rehabilitation.

The Butte-Glenn Community College District will compensate the district \$3,600.00 for all educational services rendered.

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. Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3,600.00 Revenue*  
*CEO 2012-2013 Goals: #5*

**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

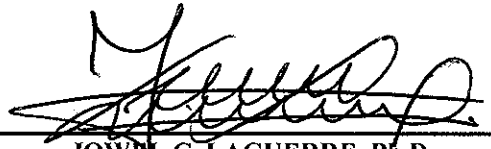
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

September 21, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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



## BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

### AGREEMENT FOR PROFESSIONAL SERVICES

Contract # CACC-CDCR-Solano-12/13#1

This Agreement ("Agreement") is between the Butte-Glenn Community College District ("District") on behalf of its sponsored program California Corporate College ("CACC") and Solano CCD ("Contractor").

WHEREAS, District has entered into a Contract with State of California, Department of Corrections and Rehabilitation ("Sponsor") under contract number 5600002093 ("Prime Award") for the purpose of performing delivery services for the project entitled "Rehabilitation Skills Training Program" ("Project"); and

WHEREAS, District is authorized and desires to subcontract partial performance of its responsibilities under the Project; and

WHEREAS, Contractor desires to enter into an agreement with District to perform the work described herein;

NOW THEREFORE, the parties agree as follows:

1. **Services.** Contractor shall provide the specific services, or accomplish specific tasks and objectives described on Exhibit A, Statement of Work ("SOW"), attached hereto and incorporated by reference herein.
2. **Term.** The term of this agreement shall commence on September 1, 2012 and terminate on June 30, 2013, unless otherwise terminated in accordance with paragraph 10, Termination.

*Note: Contractor may not begin performing the Services until this Agreement has been signed by both parties.*

3. **Payment for Services Provided.** The District shall pay Contractor for the performance of the Services set forth in this Contract after delivery and acceptance by the District the sum not to exceed \$3,600 as specified in Exhibit A.
4. **Independent Contractor.** District and Contractor agree that the Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as agents or employees of the District. Contractor agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of the District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers' compensation benefits that may be required for itself or its employees. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the District.
5. **Standard for Performance.**
  - A. Contractor shall, at all times during this Agreement, provide the Services within the standards of its profession.
  - B. Contractor warrants that the Services provided shall conform to the Contract.
  - C. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies.
6. **Mutual Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or subcontractors in the performance of this Agreement.

To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or subcontractors in the performance of this Agreement.

7. **Insurance.** Contractor, at its sole cost and expense, shall insure its activities in connection with this Agreement, and shall maintain during the term of this Agreement the following insurance coverage, limits of coverage, and other insurance requirements.

A. Insurance Coverage and Minimum Limits

1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.
2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence with respect to the Contractor's owned, scheduled, non-owned, or hired automobiles.
3. Workers' Compensation insurance, if applicable, as statutorily required by California State law.
4. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim. This insurance coverage is required only when the District is contracting for the services of an accountant, attorney, physician, architect or similarly trained professionals.

B. Other Insurance Provisions

1. The General Liability and Automobile Liability Insurance policies shall be endorsed to name the Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds with the following language:  
*Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers are hereby named additional insureds as their interest may appear.*
2. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice by certified mail to the District of cancellation, suspension, or any material change of the required insurance coverage.
3. If any of the required insurance policies are written on a "claims-made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance.
4. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it.
5. The requirements in this paragraph shall not limit the Contractor's liability pursuant to paragraph 6, Indemnification, of this Agreement.
6. If any part of this Contract is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors.
7. Verification of Coverage. Prior to commencing Services under this Agreement, Contractor shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.
8. Insurance coverage may be obtained through a policy of insurance, a program of self-insurance, through a Joint Powers Authority, or any combination thereof.

8. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Agreement to any third party without the prior written approval of the District. Contractor shall not subcontract any of the Services to be provided under this Agreement without the prior written approval of the District. If the District consents to such assignment or subcontract, the terms and conditions of this Agreement shall be binding upon any assignee or subcontractor.
9. **Amendment.** The parties may change this Agreement only through a written amendment signed by both parties.
10. **Termination**
  - A. District may terminate this Agreement for convenience and without cause at any time by giving Contractor fifteen (15) days written notice of termination.
  - B. A non-breaching party may terminate this Agreement for the failure of the other party to comply with this Agreement by giving that other party ten (10) days written notice of the failure to comply.
  - C. District may terminate this Agreement immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
  - D. Either party may terminate this Agreement for convenience at any time by giving the other party thirty (30) days written notice of termination.
  - E. Upon termination Contractor shall be paid for services performed to the satisfaction of the District under this Agreement up to the date of termination.
11. **Nondiscrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual orientation or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity, and affirmative action.
12. **Funds Unavailable.** District may cancel this Agreement if funds become unavailable for the support of the program for which the Services are provided.
13. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature (Works) to be delivered under this Agreement. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title and interest to District.
14. **Notices.** Notices required or permitted under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, as follows: for the District, Vice President of Administration at 3536 Butte Campus Drive, Oroville, CA 95965; for the Contractor, at the address shown on the signature section of this Agreement.
15. **Audit.** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Contractor's place of business.
16. **Records Retention.** Contractor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of this Agreement.
17. **Applicable Law/Remedies.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
18. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

19. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
20. **No Authority to Bind District.** Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.
21. **Liability of District.** District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
22. **Compliance with Laws and Regulations.** Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor's agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.
23. **Conflict of Interest.** Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
24. **Terms and Conditions.** Contractor acknowledges that this Agreement is subject to the terms and conditions as printed and set forth herein and any additional applicable terms and conditions as attached hereto in Exhibit A, Statement of Work, and the applicable "flow-down" provisions of Exhibit B, the Prime Award Exhibit C General Terms and Conditions and Exhibit D Special Terms and Conditions for Public Entity Agreements. Contractor further acknowledges that it has read the Agreement completely and shall fully comply with all terms and conditions.
25. **Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies, and determines the means of delivering Services.
26. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the date specified with their signatures below.

**BUTTE-GLENN COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski  
Title: Vice President for Administration  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Federal Identification No. or Social Security No.: \_\_\_\_\_



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Recommended By:

Signature: \_\_\_\_\_  
(Signature of person recommending this Agreement for District approval.)

Name: Catherine Swenson

Title: Initiative Director, Training & Development

Address: PO Box 162641, Sacramento CA 95816

Phone No.: 916-452-5668

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

Return Signed Contract and SOW to:

Bettye Nemanic, Contract Administrator  
California Corporate College  
c/o Butte College  
2480 Notre Dame Blvd.  
Chico, CA 95928

Signature: *Catherine Swenson*  
Catherine Swenson (Sep 7, 2012)

Email: [cswenson@cccwd.net](mailto:cswenson@cccwd.net)



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EXHIBIT A TO CONTRACT #CACC-CDCR-Solano-12/13#1  
STATEMENT OF WORK  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES

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This Statement of Work ("SOW") is made and entered into by and between Butte-Glenn Community College District ("District"), on behalf of its sponsored program California Corporate College ("CACC") and Solano CCD ("Contractor"), for the Rehabilitation Skills Training project. This SOW incorporates by reference the terms and conditions of Agreement for Professional Services in effect between the District and Contractor ("Agreement"). In case of any conflict between this SOW and the Agreement, the Agreement shall prevail.

District and Contractor agree as follows:

1. Assist in the delivery of twelve *Motivational Interviewing 1* Courses at six locations as requested by the State of California, Department of Corrections and Rehabilitation.
2. Scope of Work and Deliverables

Contractor shall provide Services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

- A. Contractor shall produce the following:

N/A

3. Timeline and Period of Performance

The period of performance for this project will start on September 1, 2012 and the work tasks are estimated to continue through June 30, 2013.

4. Compensation and Payment

- The District shall pay Contractor for the performance of the Services set forth in this Agreement period, the sum of which is not to exceed \$3,600.
- B. Contractor will be paid upon completion of all Services unless a schedule of progress payments for work performed is set forth here: quarterly beginning September 30, 2012.
  - C. To be paid, Contractor must submit an itemized electronic invoice to Bettye Nemanic, CA CC Contract Manager, after quarterly prompt has been received. The invoice must specify the Services provided, which must match the description in this SOW; the dates of and work performed during the billing period; and the specific dollar amount. Invoice must be approved by District's Project Director.
  - D. Contractor shall assume all other expenses paid and incurred in connection with the performance of this Agreement and the District shall not be liable to Contractor for any other expenses. The payment terms specified herein, unless otherwise indicated and agreed to in writing by the Contractor and District, shall be the only obligation of the District.
  - E. Should the State of California, Department of Corrections and Rehabilitation cancel a presentation, Contractor will bill District for costs incurred up until the date of cancellation.

5. Contractor Staff, Roles and Responsibilities

Contractor designated staff: Deborah Mann, (707) 864-7195 or [deborah.mann@solano.edu](mailto:deborah.mann@solano.edu)

6. District Staff, Roles and Responsibilities

District designated staff:

- A. Project Director for CACC: Catherine Swenson at [cswenson@cccwd.net](mailto:cswenson@cccwd.net) or 916-452-5668
- B. Senior Project Manager: Barbara Maxey at [maxeyba@yahoo.com](mailto:maxeyba@yahoo.com) or 530-228-4443
- C. Contract Manager: Bettye Nemanic at [nemanicbe@butte.edu](mailto:nemanicbe@butte.edu) or 530-879-4379

District will provide materials and deliver to the Training Site: N/A

7. Additional Terms and Conditions Specific to this SOW

N/A

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Agreement for Professional Services and its Attachment in its entirety, do agree thereto in each and every particular.

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski

Name: \_\_\_\_\_

Title: Vice President of Administration

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Recommended By:

By: \_\_\_\_\_  
(Signature of person recommending this Agreement for District approval.)

Name: Catherine Swenson

Title: Initiative Director

Department: EWD, Training & Development

Phone No.: PO Box 162641, Sacramento CA 95816

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

Return Signed Contract and SOW to:

Betty Nemanic  
California Corporate College  
c/o Butte College  
2480 Notre Dame Blvd.  
Chico, CA 95928

Signature: Catherine Swenson  
Catherine Swenson (Sep 20, 2012)

Email: cswenson@cccwd.net

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

**TO: Members of the Governing Board**

**SUBJECT: SECOND READING – ELECTION OF BOARD MEMBERS  
POLICY NO. 1008 - REVISED**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

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

Revised Policy No. 1008, Election of Board Members, has been reviewed by the Board Policy Adhoc Subcommittee, Shared Governance Council, and Superintendent-President's Council. Approval is requested at this time.

*Government Code:*                      *Board Policy: 1008*                      *Estimated Fiscal Impact: \$ N/A*

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

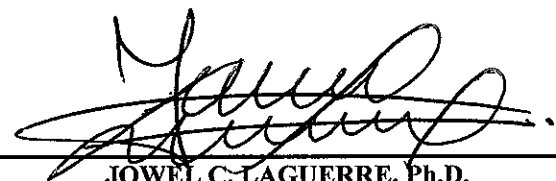
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

September 21, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

September 21, 2012

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

ELECTION OF BOARD MEMBERS

1008

**POLICY:** The seven (7) Board Members are elected from ~~four (4)~~ *seven (7)* trustee areas, in accordance with provisions of the California Elections Code, by qualified electors of those trustee areas.

The term of office of each trustee shall be four (4) years, commencing on the first Board meeting in December ~~at which the newly elected Governing Board meets.~~ following the general election in November. Elections shall be held every two years, in even numbered years. Terms of trustees are staggered so that, as nearly as practical, one-half of the trustees shall be elected at each trustee election.

The Governing Board has provided for the election of trustees by trustee areas.

Effective ~~February 20, 2002~~ *November 6, 2012* the trustee areas are:

- ~~Area 1: Vacaville, Dixon, and Winters~~
- Area 1: Vallejo*
- ~~Area 2: Fairfield, Travis Air Force Base, Cordelia, and Green Valley~~
- Area 2: Vallejo*
- ~~Area 3: Vallejo~~
- Area 3: Vallejo, Benicia, Suisun*
- ~~Area 4: Benicia, Vallejo, Suisun~~
- Area 4: Fairfield, Vacaville, Travis Air Force Base*
- Area 5: Fairfield, Green Valley, Cordelia*
- ~~Area 6: Vacaville~~
- Area 7: Vacaville, Winters, Dixon*

The election of a Board member residing in and registered to vote in the trustee area he or she seeks to represent shall be only by the registered voters of the same trustee areas.

The Superintendent-President shall submit recommendations to the Board regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each decennial federal census. The Superintendent-President shall submit the recommendation in time for the Board to act as required by law.

**REFERENCES/  
AUTHORITY:**  
5009,

California Education Code Sections 5000 et seq.,

5014, 5019.5, 72022-23, 72023.5, 72103

California Elections Code

Solano Community College District Governing Board

~~SOLANO COMMUNITY COLLEGE DISTRICT~~

~~ELECTION OF BOARD MEMBERS~~

**BP1008**

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007, ~~XXXX~~

**REVISED**

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

**TO: Members of the Governing Board**  
**SUBJECT: FINAL DRAFT ACCREDITATION FOLLOW-UP REPORT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The College has been working on a Follow-Up Report in response to the ACCJC action letter dated February 1, 2012, requiring the College to address nine recommendations based on the Evaluation Teams' site visit to Solano Community College held October 24 – 27, 2011.

Dr. Shirley Lewis, Dean of the Vacaville Center, and Dr. Annette Dambrosio, Professor of Reading/English, Accreditation Co-chairs, presented to the Board for information the first draft of the Accreditation Follow-Up Report to be submitted to the ACCJC by October 15, 2012, at the Governing Board meeting held September 19, 2012.

A copy of the final draft is available for review on the Solano Community College Web site at <http://www.solano.edu/accreditation/resources.php> and in the Office of the Superintendent-President.

Approval of the final draft of the Accreditation Follow-Up Report is requested at this time.

*Government Code: ACCJC Standards Board Policy: 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

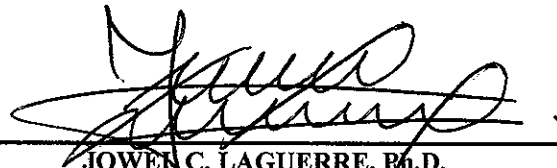
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

September 21, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

September 21, 2012

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING AND ADOPTION OF DISTRICT'S  
INITIAL PROPOSAL TO SOLANO COLLEGE CHAPTER  
CCA/CTA/NEA 2012-2015 SUCCESSOR AGREEMENT**

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

**SUMMARY:**

At the Board meeting on September 19, 2012, the Governing Board accepted the Association's initial proposal (attached) for the Solano College Chapter CCA/CTA/NEA 2012-2015 successor agreement. 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.

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

**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

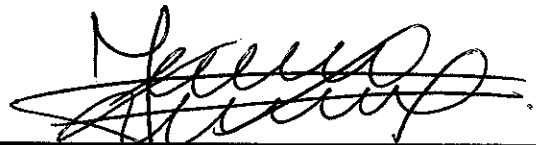
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

September 21, 2012

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

September 21, 2012

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# SOLANO COMMUNITY COLLEGE CTA/NEA

September 11, 2012

Dr. Jowel Laguerre  
Superintendent-President, Solano Community College  
4000 Suisun Valley Road  
Fairfield, CA 94534

Dear Dr. Laguerre:

Pursuant to Articles 19, 20, and 27 of the collective bargaining agreement between Solano Community College District (hereinafter "District") and the Solano College Faculty Association, CCA/CTA/NEA (hereinafter "Association"), the Association places before the District the demand to bargain on Articles 19 and 20 regarding workload and salary of contract education faculty and Article 27 regarding the process by which extra duty assignments are developed and compensated.

The Association intends to publicly present (i.e., "sunshine") these articles for negotiation at the Governing Board meeting of September 19, 2012, and to authorize the negotiated Workload Committee to immediately commence discussion of these items in addition to those established in the current CBA.

Thank you for your attention to this matter.

Sincerely,

Gene Thomas  
SCFA President

cc: Diana Lisi, CTA Staff Consultant  
Trustee Rosemary Thurston, President, Governing Board, Solano Community College  
Charo Albarron, Interim Human Resources Director

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

**TO: Members of the Governing Board**  
**SUBJECT: DRAFT EMPLOYEE HIRING PROCESS**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

Adapting the Integrated Planning Process (IPP) for staffing requests began with discussions in the Office of Human Resources and California State Employee Association (CSEA) representatives, followed by subsequent discussions with the Process Evaluation and Review Team (PERT) and Shared Governance Council (SGC). As a result of these discussions, a complete draft for determining funding priorities for hiring was developed. The process followed the planning principles of identification, prioritization, and confirmation.

The draft employee hiring process has been discussed and refined at a number of meetings, including the SGC on June 20, 2012. Following SGC feedback, the draft hiring process was presented to the Superintendent-President's Council (SPC) and approved at the SPC Retreat.

Implementation is recommended in the 2012-2013 academic year.

<i>Government Code:</i>	<i>Board Policy: 4005; 4010</i>	<i>Estimated Fiscal Impact: N/A</i>
<i>CEO 2012-2013 Goals: 2.</i>		

**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

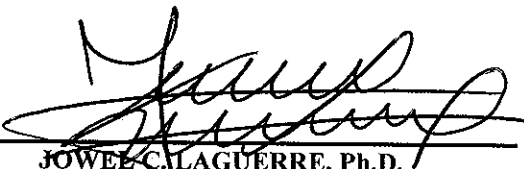
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Administration

**ORGANIZATION**

September 21, 2012

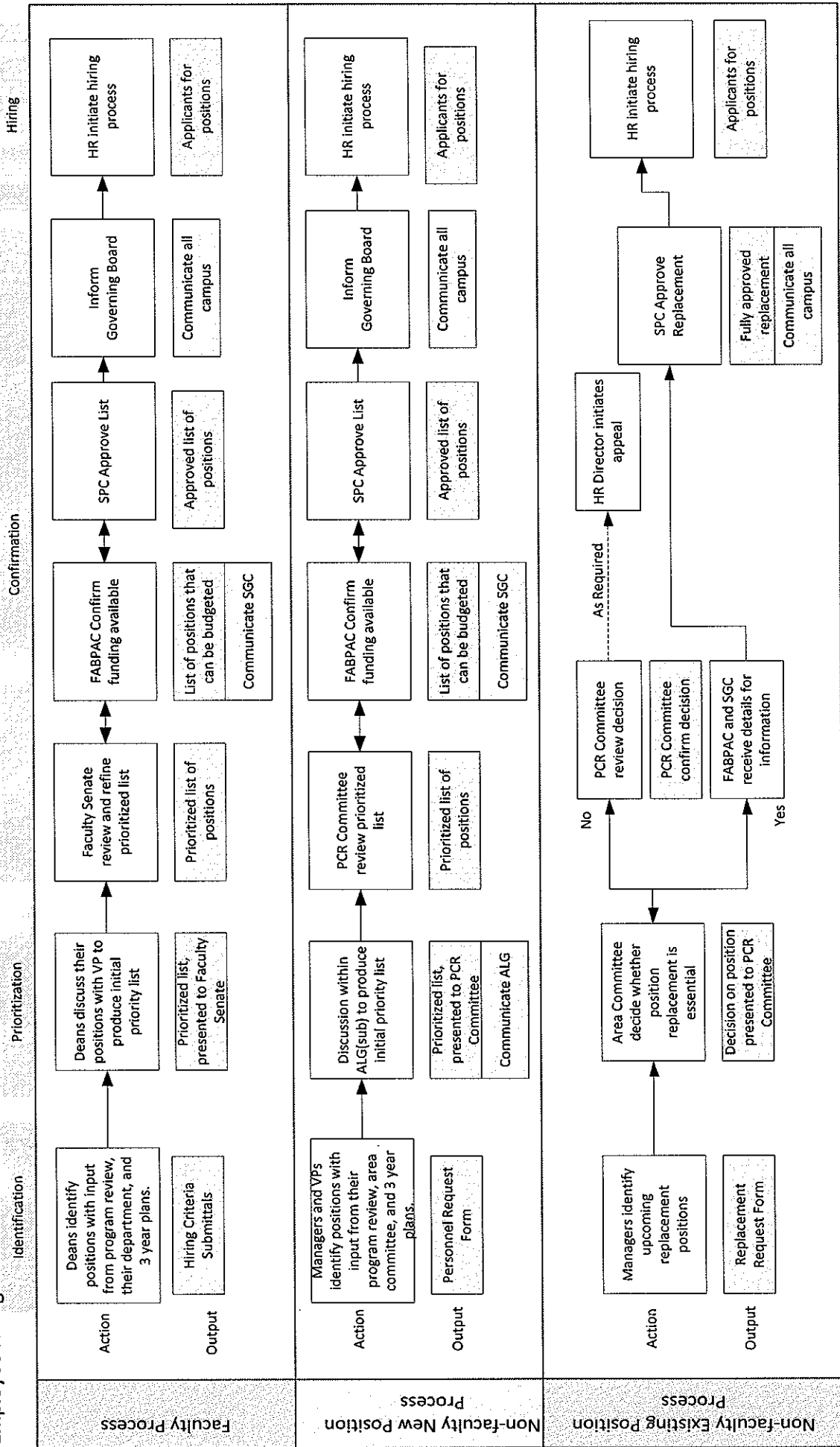
**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

September 21, 2012

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

# Employee Hiring Process



**Timing:** The new position process should happen once a year starting in March and complete before July. There will always be unforeseen circumstances that no amount of planning could have anticipated. In these exceptional cases the new position process is still followed but prioritization is evaluated in the context of the organization. The existing position process should happen as and when needed

**ALG(sub):** This committee is a sub committee of ALG. It is made up of representatives from Student Services (2), Academic Deans (2), Finance and Admin (2), SP Cabinet (1) and Student Government (1). The role of this committee is to help prioritize and provide feedback on staffing requests. The members of this committee should be non-partisan and knowledgeable of the strategic goals and objectives of the college.

**Area Committees:** These committees are the normal committee overseeing a particular area. Student Services Council discusses student services positions, EVP and Deans discuss academic administration positions, VP Business and Admin discuss business and admin positions, SPC will discuss other positions that have a reporting line to the S/P

**Position Control Review Committee:** This committee is made up of representatives from Local 39, CSEA, HR and ALG. The role of this committee is to review the priorities and decisions presented from ALG(sub) and identify and potential problems or issues with union contracts.

**Upgraded positions and reclassifications:** Upgraded and reclassified positions are not part of this process.

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

**TO: Members of the Governing Board**  
**SUBJECT: CONTRACT FOR STUDENT LEARNING OUTCOMES (SLOs)**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

The Board is being asked to approve this item that will support the District's efforts to meet the requirements of ACCJC. The Commission expects the College to be at proficiency level in Student Learning Outcomes (SLOs) and assessment by fall 2012.

Ms. Carol Maga and Mr. McKinley Williams (Consultants) have extensive experience leading their institution to successful outcomes and assessment programs. They will provide guidance and support to the SLOs Coordinator, as well as the SLOs Committee, as they make progress in this endeavor.

*Government Code: Board Policy: Estimated Fiscal Impact: Not to exceed \$10,000*  
*ACCJC Recommendation #3*  
*CEO 2012-2013 Goals: 1*  
*BOT 2012-2013 Goals: 4.*

**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

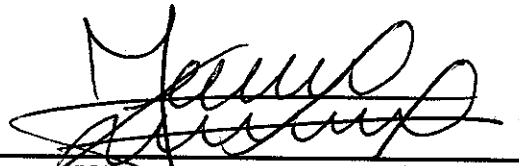
**ADDRESS**

(707) 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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



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

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

## Contract for Professional Services

This contract represents an agreement for professional services between Solano Community College District (District), Carol Maga and McKinley Williams (Consultants). The conditions of the contract are as follows.

1. Consultants will provide professional assistance to representatives of the District in regard to the development of the District's response to the WASC's recommendation on SLOs.
2. Consultation may include meetings with representatives of the District; review of documents and correspondence or other professional services to which each party agrees.
3. The duration of the contract will be from September 1, 2012 to June 30, 2013.
4. Consultants will provide services approximately 8 hours per month for the duration of the contract.
5. Compensation for Consultants' services will be \$100 per hour, not to exceed \$10,000.
6. The District will pay Consultants upon receipt of an invoice.
7. Either party may terminate this contract with 30 days notice.

\_\_\_\_\_  
Dr. Jowel Laguerre  
Superintendent-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Maga  
833 Shattuck Ave  
Berkeley CA 94707  
SSN: 550-70-5815

\_\_\_\_\_  
Date

\_\_\_\_\_  
McKinley Williams  
5876 Huntess Lane  
El Sobrante, CA 94803  
SSN: 547-66-3911

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: FIRST READING – TERMS OF OFFICE  
POLICY NO. 1012 – REVISED

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

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

Revised Policy No. 1012, Terms of Office, has been reviewed by the Board Policy Adhoc Subcommittee. Approval is requested at this time.

Government Code: Board Policy: 1012 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road  
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ADDRESS

707 864-7112

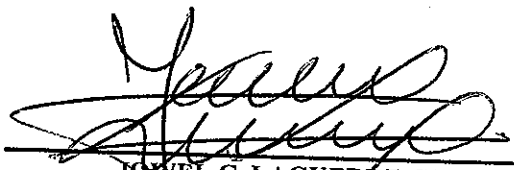
TELEPHONE NUMBER

Administration

ORGANIZATION

September 21, 2012

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

September 21, 2012  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

# SOLANO COMMUNITY COLLEGE DISTRICT

## TERMS OF OFFICE

1012

**POLICY:** Members of the Board shall serve a four (4)-year term, commencing on the first ~~Friday~~ *Board meeting* in December following ~~his or her election~~ *at which the newly elected Governing Board meets*, except that a member appointed to fill a vacancy shall hold office until the completion of the unexpired term. Any member of the Governing Board whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor. All members shall serve after the expiration of their respective terms until the appointment and qualification of their successors. The student trustee serves a one (1)-year term commencing with the second Board meeting in May of each year.

### REFERENCES/ AUTHORITY:

California Education Code Sections 8007, 72000.2, 72023.5

**BP1012**

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007, XXXXXXXX

**REMOVED**



AGENDA ITEM 11.(a)  
MEETING DATE October 3, 2012

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

**TO: Members of the Governing Board**  
**SUBJECT: FACILITIES MASTER PLAN UPDATE**  
**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

Rob Barthelman, AIA, Principal, ARCHITECTURE/vbn will present a status update on the Facilities Master Plan.

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

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

Yulian I. Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
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**ADDRESS**

707-864-7209

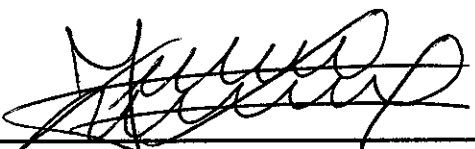
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**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

September 21, 2012  
\_\_\_\_\_  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**  
**SUBJECT: STRATEGIC GOALS AND OBJECTIVES**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

In March 2010, the Board reviewed and approved the College Mission, Vision, Core Values, Strategic Goals, and Objectives.

The campus community has been reviewing the existing strategic goals and objectives over the past year as is the College practice. Input on the draft revisions was sought from members of the campus community within their respective schools/offices. These updates are being presented for information and may be viewed on the SCC Web site at [http://www.solano.edu/research\\_planning](http://www.solano.edu/research_planning) (click on planning--AY 2010-13).

The purpose of this document promotes discussion on what has been achieved this year and the challenges that lay ahead.

<i>Government Code</i> <b>CEO 2012-2013 Goals: 2.</b>	<i>Board Policy</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

**PRESENTER'S NAME**

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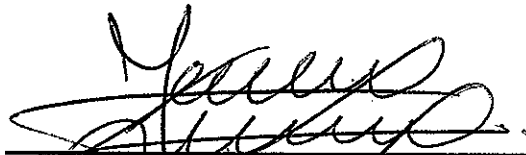
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**ORGANIZATION**

September 21, 2012

**DATE SUBMITTED TO**

**SUPERINTENDENT-PRESIDENT.**



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

September 21, 2012

**DATE APPROVED BY**

**SUPERINTENDENT-PRESIDENT**