

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONSENT CALENDAR - DONATION  
REQUESTED ACTION: APPROVAL

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM</u>	<u>DEPARTMENT</u>
Ted Harding 3449 Palo Alto Court Fairfield, CA 94533	2008 Vida-Glider 2008 Nordic Track-Sequoia 2009 Trampoline	Physical Education, Wellness & Athletics

*Government Code: Board Policy: Estimated Fiscal Impact: In-Kind Gift \$1,150.00*

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

Robert Myers, Dean  
Physical Education, Wellness & Athletics

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7000, ext. 7126

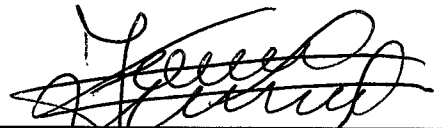
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

**SUMMARY:**

Education Code Section 72023.5 indicates that:

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

It is recommended that the Solano Community College District Governing Board approve the Student Trustee Privileges and Regulations, to be effective May 15, 2011 to May 15, 2012.

**CONTINUED ON NEXT PAGE:**

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

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

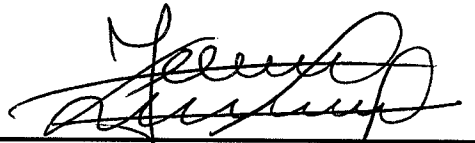
707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: STUDENT TRUSTEE PRIVILEGES AND REGULATIONS**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

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

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

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

Example:

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

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2010-2011

Regular Assignment

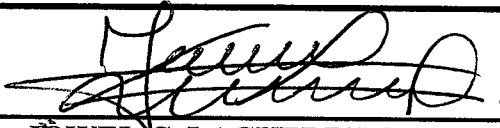
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Judy Yu	Accounting Manager Administrative Leadership Group (classified manager) Range 42	4/25/11	\$ 89,094 annually

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Martha de Pereira	Basic Skills Instructor, Humanities Mentoring Grant funded	4/7/11 – 5/17/11	\$ 250.00 stipend
Ann Jacobsen	Basic Skills Instructor, Humanities Mentoring Grant funded	4/7/11 – 5/17/11	\$ 250.00 stipend
Kristina Passalacqua	Career Technical Education Special Project, Interior Design, Perkins/VTEA Grant funded	4/7/11 – 6/30/11	\$ 56.88 hour

Karen H. Ulrich  
Director of Human Resources

March 25, 2011  
Date Submitted

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

March 25, 2011  
Date Approved

# SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

## Governing Board Meeting

April 6, 2011

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### Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Jason Barker	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour
Jimmie Boston	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour
Gary Mahlberg	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour
Brian Moore	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour
Donald Richert	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour
Jack Snyder	Journey Level Fire Instructor	4/7/11 – 6/30/11	\$ 25.00 hour

### Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
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#### **Academic Success & Learning Resources** **Jeff Lamb, Responsible Manager**

Bruce Peppard	Conference presenter for 2011 California Learning Communities Consortium	4/7/11 (one day)	\$ 218.00
Darrell Thompson	Conference presenter for 2011 California Learning Communities Consortium	4/7/11 (one day)	\$ 218.00

#### **Small Business Development Center (SBDC)** **Charles Eason, Responsible Manager**

Martha Christopher	Consulting to the Solano College Small Business Development Center, City of Suisun City Contract	4/7/11 – 6/30/11	Not to exceed \$ 2,000.00
Jerry Ann Jinnett	Consulting to the Solano College Small Business Development Center, Solano County Contract	4/7/11 – 6/30/11	Not to exceed \$ 2,000.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**April 6, 2011**

**Page 3**

**Independent Contractors** (Continued)

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
<b>Small Business Development Center (SBDC)</b> <b><u>Charles Eason, Responsible Manager</u></b>			
Tina Montez	Consulting to the Solano College Small Business Development Center, HSU Supplemental Contract	4/7/11 – 6/30/11	Not to exceed \$ 1,000.00
Sandy Stelter	NxLevelL instruction and consulting to the Solano College Small Business Development Center, SBDC Program Income	4/7/11 – 6/30/11	Not to exceed \$ 4,000.00

**Workforce & Economic Development-Contract Education & Training**  
**Deborah Mann, Responsible Manager**

Nicholas Carter NPC Solar	Provide 63 hours instruction, review course curriculum, books, materials, provide equipment for training, work with Project Director.	4/9/11 – 6/25/11	Not to exceed \$ 5,400.00
Duncan Cleminshaw Green Career Institute	Provide 14 hours instruction, review course curriculum, books, materials, provide equipment for training, work with Project Director.	4/9/11 – 6/25/11	Not to exceed \$ 1,960.00

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Division/Department</u></b>
Scott Berta	Tutor	Math Activities Center
Morissa Cappel	Clerical, filing, sorting, etc.	Fiscal Services
Mark Diaz	Assist in lab by providing general cleaning, dish washing, inventory, stocking, organization, etc.	Math/Science Division
Christian Fortier	Assist in lab by providing general cleaning, dish washing, inventory, stocking, organization, etc.	Math/Science Division

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**April 6, 2011**

**Page 4**

**Gratuitous Service** (Continued)

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Division/Department</u></b>
Almilkar Gonza'Lez Lara	Assist in the Technology Support Services Department.	Technology Support Services

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Nora O'Neill	Executive Coordinator, Special Projects	4/7/11
Esther Petrie	Payroll Technician	5/31/11

**EMPLOYMENT 2011-12**

**REQUEST FOR REDUCED WORKLOAD**

In accordance with section 10.2 of the CCA/CTA/NEA collective bargaining agreement, the following instructors are requesting a reduced workload for the 2011-12 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Reduction</u></b>
Barbara Pavao	Counselor	35% Reduction
Anne Bevilacqua	Sociology Instructor	40% Reduction

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

03/02/11	Vendor Payment	11029560-11029678	\$216,036.48
03/02/11	Vendor Payment	11029679-11029681	\$ 91,060.44
03/08/11	Vendor Payment	11029682-11029685	\$ 12,844.88
03/09/11	Vendor Payment	11029686-11029918	\$ 51,908.54
03/15/11	Vendor Payment	11029919-11029967	\$805,069.77
03/15/11	Vendor Payment	11029968-11029978	\$319,712.21
03/23/11	Vendor Payment	11029979-11030143	\$ 24,218.02
03/24/11	Vendor Payment	11030144-11030233	\$154,582.97
03/24/11	Vendor Payment	11030234-11030238	\$101,525.66

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:  
Office of the Superintendent-President, Office of the Vice President of Finance & Administration, and Library.

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$1,776,958.97  
ECS 70902 & 81656

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7209

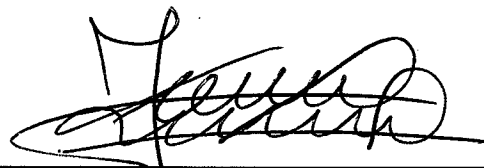
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

March 25, 2011

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 25, 2011

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** CONTRACT EXTENSION BETWEEN GOVERNMENT AND SOLANO COMMUNITY COLLEGE FOR CONTINUED SUPPORT SERVICES OF CURRICUNET SYSTEM  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Governing Board approval is requested for the contract extension of the Professional Services Agreement dated April 1, 2008, between Government and Solano Community College for ongoing system maintenance and support of the CurricUNET System. The extension agreement is extended for a term from April 1, 2011 to March 31, 2013.

The fee for annual maintenance and support is \$12,000, which will remain fixed for the term of the agreement.

*Government Code Title 5, Section 5100 Board Policy 6100 Estimated Fiscal Impact: \$12,000*

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

J. Arturo Reyes  
Executive Vice President  
Academic & Student Affairs

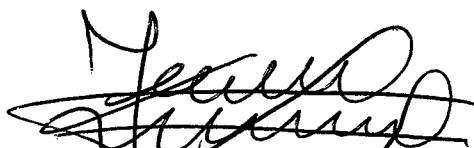
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

707 864-7102  
**TELEPHONE NUMBER**

Academic and Student Affairs  
**ORGANIZATION**

March 25, 2011  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

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

March 25, 2011  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

## EXTENSION AGREEMENT

THIS CONTRACT EXTENSION for **Professional Services Agreement** dated **April 1, 2008** (the "Master Agreement") by and between Governet, a division of Nevada Contractors Registry, Inc. a Nevada Corporation, ("Governet") and **Solano Community College** (hereinafter referred to as "Client") is entered into by mutual agreement of the undersigned parties for the continuation of support services for the CurricUNET System, as specified below. Governet and Client are collectively referred to herein as the "Parties". The terms of this Extension Agreement shall control in the event of a conflict between the terms hereof and those of the Master Agreement.

1. **EXTENSION; TERM:** The Parties agree that the Master Agreement is hereby extended for a term from **April 1, 2011 to March 31, 2013**. Further extensions of this term are subject to the mutual agreement parties. However, if Client elects not to extend this agreement beyond the ending date specified, Client will provide Governet with not less than 90 days prior notice of such intent.

2. **SERVICES:** Governet will continue to provide Client with ongoing system maintenance and support, via phone, email, and instant messaging as required under the Master Agreement, including bug fixes, future upgrade releases to the CurricUNET System, user help support, server hosting, backup services for programs and data, and related technical services. Governet will provide up to a total of 120 hours of technical and programming services (the "Annual Allowance"), at no additional cost, in each twelve (12) month period after the effective date of the contract for further customization or modifications desired by Client. Any customization or modification services exceeding said Annual Allowance shall be billed to Client at the rate set forth in the Adhoc Professional Services Section of Exhibit B. The Parties acknowledge and agree that, as part of the extension set forth herein, the Master Agreement shall be deemed modified and supplemented in accordance with the provisions of the Service Level Agreement attached hereto as Schedule "A". Furthermore, as part of this Extension Agreement, Schedule "B" is hereby added to specify the terms of certain optional services developed by Governet since the execution of the Master Agreement that are now being made available to Client. The terms set forth in Schedule "B" shall apply to any such optional services requested by Client.

3. **FEES FOR SERVICE AND TERMS OF PAYMENT:** Client shall pay certain fees for the services specified in herein. These fees are set forth as follows:

(a) Annual Maintenance, Support, and Hosting Fee: **\$12,000**

Fee payable for the services set forth in Paragraph 2, except as applicable to optional services specified in Schedule "B". Payment for this service shall be a single, annual payment due on **April 1<sup>st</sup>** of each year for the extension term. The first such payment will be payable on **April 1, 2011** and the final payment on **April 1, 2012**.

(b) Optional Services

Fees for optional services designated in Schedule "B" are set forth therein, and shall be payable in accordance with the terms of Schedule "B".

Initials: \_\_\_\_\_

4. OWNERSHIP OF INTELLECTUAL PROPERTY. To clarify and confirm the rights and responsibilities of the Parties relating to the CurricUNET system and the intellectual property therein, the Parties acknowledge and agree as follows:

(a) Intellectual Property Rights. Client acknowledges and agrees that Governet owns and has rights in and to those patents or patentable technologies, software designs and schematics, algorithms, source codes, source listings, specifications, copyrights and copyrightable materials, design documents and information, copies of source or object codes or other documentation of any type, which comprise the CurricUNET system. The foregoing is referred to collectively herein as "Governet Intellectual Property". Client acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Intellectual Property. Furthermore, Client acknowledges and agrees that it will not in any way, directly or indirectly through any 3<sup>rd</sup> party, alter, modify, reverse engineer, or copy the Governet Intellectual Property, or any component thereof, without the express written consent of a duly authorized executive officer of Governet. Furthermore, the Parties acknowledge that during the course of performance of this Agreement, Governet will render services to Client that may result in the creation of new technologies, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, and copyrightable work (whether or not including any confidential information) which relate to Governet's CurricUNET system or the services rendered to Client (the "Future IP"). The Parties acknowledge and agree that such Future IP shall be deemed developed by and owned exclusively by Governet, and shall be deemed licensed hereunder for use by Client. In the event it is determined for any reason that ownership of said Future IP resides with Client, then Client hereby grants to Governet an unrestricted, non-exclusive, perpetual license to use said Future IP at no cost to Governet.

(b) Use of Governet Marks. Client acknowledges that Governet owns and has rights in and to certain trademarks, logos, website materials, and marketing materials (the "Governet Marks") that may be made available for use by Client under this Agreement. Client expressly acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Marks. Client further acknowledges that it has no right to use, distribute, or otherwise reproduce such Governet Marks without the express written consent of Governet.

(c) Use of Client Marks. Governet acknowledges that Client owns, and retains ownership of all Marks owned by Client, including any trademarks, logos, website materials, and marketing materials (the "Client Marks"). Governet further acknowledges that it has no right to use, distribute, or otherwise reproduce such Client Marks without the express written consent of the Client, except that Client expressly agrees that Governet may use the Client Marks in a manner which indicates that Client is a client of Governet. Nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Governet any right, title, or interest in or to Client's Marks.

(d) Nondisclosure; Use of Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a Party ("Discloser") discloses, in writing, orally or visually, to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which relates to (i) the Discloser; (ii) is designated by the Discloser to be proprietary or confidential in nature; and (iii) is not in the public domain. As used herein, the Parties acknowledge and agree that curriculum data, consisting of approved course outlines and program materials, voluntarily collected through or via the CurricUNET System shall not be deemed Confidential Information hereunder. Rather each of the Parties shall be

entitled to collate, summarize or otherwise use and distribute such curriculum data including to third parties. The Recipient of Confidential Information agrees not to use any such Confidential Information received from the Discloser thereof for its own use, directly or indirectly, or for any purpose other than as expressly allowed under this Agreement. The Recipient shall not disclose or permit disclosure of any Confidential Information to third parties without the prior consent of an authorized officer or director of the Discloser. The Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Recipient shall notify the Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient's attention.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed in the names as of the date first written above.

_____	<u>GOVERNMENT</u>
Client	
_____	_____
By (Signature)	By (Signature)
_____	<u>Chief Executive Officer</u>
Title	Title
_____	<u>1520 Bolero Drive</u>
Address	Address
_____	<u>Santa Barbara, CA, 93108</u>
City, State, Zip Code	City, State, Zip Code

ATTEST:

\_\_\_\_\_

DATE

## Schedule "A"

### SERVICE LEVEL AGREEMENT

This Service Level Agreement is identified as Schedule "A" to that Contract Extension Agreement ("Extension Agreement") executed between Nevada Contractors Registry, Inc. d/b/a Governet ("Governet") and Solano Community College ("Client"), and specifies benchmarks to measure the performance of the Governet CurricUNET system, modifies the Master Agreement to add the terms herein, and fixes certain compensation to be received by Client in the event of substandard performance by Governet. The terms of this Schedule "A" shall control in the event of a conflict between the terms hereof and those of the Master Agreement.

#### SECTION A. DEFINITIONS

- 1) "Monthly Timeframe" shall mean each single calendar month beginning and ending at 12:00 a.m. US Mountain Standard Time ("MST").
- 2) "Planned Outage" shall mean the periodic pre-announced occurrences when the CurricUNET System will be taken out of service for maintenance or care. Planned Outages will be scheduled only during the window period of time between 12:00 a.m. MST on Saturday to 11:59 p.m. MST on Sunday (the "Planned Outage Period"), and Governet shall give Client 24 hours advance notice of any such Planned Outage. This Planned Outage Period may be changed from time to time by Governet, in its sole discretion, upon prior notice to Client. Planned Outages will not exceed 4 hours per Monthly Timeframe beginning at 12:00 a.m. MST of the first day of each calendar month.
- 3) "CurricUNET System" shall mean the system of software and servers deployed by Governet in conjunction with the provision of services specified in the Professional Services Agreement. The CurricUNET System shall not include: (a) data transfer mechanisms; (b) any telecommunications services or infrastructure providing a connection between any Governet server used in the provision of services under the Professional Services Agreement; (c) client-side web-based server interfaces; and (d) systems under the control of Client.
- 4) "CurricUNET System Availability" shall mean when at least one instance of the CurricUNET System is operational. By definition, this does not include Planned Outages.
- 5) "CurricUNET System Unavailability" shall mean when, as a result of a failure of systems within Governet control, the CurricUNET System fails to respond to Client queries for more than sixty (60) consecutive minutes during working hours from 06:00 a.m. MST to 06:00 p.m. MST, Monday through Friday in any Monthly Timeframe. CurricUNET System Unavailability shall not include: (a) any unlawful or negligent action by Client, its agents or suppliers; (b) unavailability of Client's network, including as a result of telecommunications or connectivity failures; (c) Client's misuse of the CurricUNET System; or (d) events caused by force majeure. The records and data of Governet shall be the sole and authoritative source for determining incidents of CurricUNET System Unavailability.

#### SECTION B. RESPONSIBILITIES OF THE PARTIES

- 1) Governet will provide Client with a 99.9% CurricUNET System Availability during each Monthly Timeframe.
- 2) Governet shall provide Client support Monday through Friday, with the exception of federally mandated holidays, from the hours of 06:00 a.m. until 06:00 p.m. US Mountain Standard Time. Any and all service issues should be directed to the Governet Customer support department specified below.
- 3) Governet Customer services shall respond to all Client requests by close of business day on the day of a request unless that request was received within one hour of close of a business day. In such cases, a response will be forth coming the following business morning. Customer service representatives will use internal processes to use judgment in prioritizing their response orders in accordance with the type of service required. Consideration of those Clients with same-day issues affecting their end users will be deemed to have superior priority. Should Client be

dissatisfied with the response time or information delivered, Client will follow the escalation process as shown on Attachment A hereto in order to obtain issue resolution.

4) Client shall promptly report any occurrence of alleged CurricUNET System Unavailability to the Governet customer service help desk in the manner required by Governet (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as CurricUNET System Unavailability for purposes of this Service Level Agreement.

5) If Governet becomes aware of a CurricUNET System Unavailability event, Governet shall promptly notify Client of the event. Both Client and Governet agree to use reasonable commercial good faith efforts to establish the cause of any alleged CurricUNET System Unavailability. If it is mutually determined to be a Governet problem, the issue will become part of the unplanned Outage Time.

6) Governet will notify Client of Planned Outages outside the Planned Outage Period at least seven (7) days in advance of such Planned Outage. In addition, Governet will use reasonable commercial good faith efforts to maintain an accurate 30-day advance schedule of possible upcoming Planned Outages.

7) Governet will use commercially reasonable efforts to restore the critical systems of the CurricUNET System within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered CurricUNET System Unavailability.

### **SECTION C. OFFSETS**

1) If Governet determines that CurricUNET System Availability does not meet the standard set forth above in paragraph B.1 in any Monthly Timeframe, Governet will provide a monetary offset to Client equal to the percentage (%) deficiency multiplied by the monthly Fee for that month paid by Client under the Professional Service Agreement. For purposes of example only, if CurricUNET System Availability is determined to be 99.8% and Client is paying the sum of \$15,000 per year under the Professional Service Agreement, the total offset would be \$15 (i.e.  $\$15,000 \times .1\%$ ). The offset shall be applied to reduce the Annual Maintenance Fee payable by Client for the year following the date such offset determination is made. Furthermore, if Governet fails to meet the CurricUNET System Availability standard in any two (2) consecutive months during a twelve (12) month period, Client may elect to terminate the Professional Services Agreement.

2) All claims for offset pursuant this Section C shall be made within thirty (30) days after the date the alleged deficiency in CurricUNET System Availability occurred by Client giving written notice of a claim in the form prescribed by Governet. Claims made after such thirty (30) day period will not be eligible for any offset compensation. The written notice to Governet shall include a description of the deficiency in service and shall be accompanied by such documentation as may be necessary for Client to establish the claim. Governet will thereafter investigate the claim and will provide a written response within ten (10) days after the date of receipt of the claim. If Governet fails to provide the response within said ten (10) day period, then the claim shall be deemed accepted by Governet and Client shall be entitled to the offset set forth above in Section C (1).

3) Claims shall only be permitted for CurricUNET System services purchased directly by Client from Governet. The offset provided herein shall be Client's sole and exclusive remedy, and Governet's sole and exclusive liability for its failure to meet the performance standards set forth in this Service Level Agreement.

**Governet Corporate Office**

**Address:**

1000 River Walk Dr., Suite 350  
Idaho Falls, Id 83404

**Fax:**

208-522-2896

<i>Point of Escalation</i>	<i>Name</i>	<i>Email</i>
Client Representative	Aaron Lee	<a href="mailto:alee@governet.net">alee@governet.net</a>
Manager	Todd Andersen	<a href="mailto:todd@governet.net">todd@governet.net</a>
Chief Operating Officer	George Tamas	<a href="mailto:george.tamas@governet.net">george.tamas@governet.net</a>

## Claim Form

Date of Submission: \_\_\_\_\_

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

Name of Individual Submitting Claim: \_\_\_\_\_

Contact Information of Individual Submitting Claim:

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of Claim	Documentation Submitted in Support of Claim	Date(s) of Occurrence

\*Claims must be submitted by email to: [todd@governet.net](mailto:todd@governet.net); or by facsimile to: [208-522-2896](tel:208-522-2896)

\*Governet email logs shall be deemed the sole evidence of receipt of a claim submitted by email.

Initials: \_\_\_\_\_



## SCHEDULE "B"

### CURRICUNET OPTIONAL PRODUCTS AND SERVICES

Client may elect to procure additional products and services from Governet which are not included in the Agreement. The following outline sets forth certain such products and services, and their payment specifications. Please mark the box next to each product or service that Client wishes to purchase.

**B1. OPTIONAL PRODUCTS AND SERVICES**

○ **CB01. Data Conversion Services**

Provides data conversion services to both electronically and manually transfer Client's existing currently active courses and programs from their current sources, whether electronic or paper-based, into the CurricUNET database. If Client wishes to also convert inactive, archived data, such services will be quoted separately on a fixed-cost, project basis.

INITIAL COST: \$5,000

RECURRING COST: None

○ **CB02. Onsite Training Services**

Provides onsite training to Client staff, at appropriate facilities selected by Client. The number of Client staff accommodated by this service will only be limited by the capacity of the selected facility and the number of days chosen by Client.

INITIAL COST: \$2,500 per day, inclusive of all expenses

RECURRING COST: None

○ **CB03. Articulation Module**

Provides an articulation module that allows the institution to manage all its articulation agreements with other institutions, including both public and private institutions.

INITIAL COST: \$7,000

RECURRING COST: \$1,000/year annual support

○ **CB04. Document Management Module**

Provides a document management module that allows users to attach electronic documents (Word, Excel, PDF, etc.) to their proposals at any stage, and to have reviewers view those documents along with the proposal. This module may also be used to retroactively create a course/program archive of scanned paper versions of historical course outlines and program/degree reports from pre-CurricUNET years.

INITIAL COST: \$5,000

RECURRING COST: None

○ **CB05. Automated Program Review Module**

Provides customization and implementation services for an automated program review module, with integration to the CurricUNET system and other Client application systems as needed.

INITIAL COST: \$25,000

Initials: \_\_\_\_\_

RECURRING COST: \$3,000/year annual support

○ **CB06. Textbook Management Module**

Provides customization and implementation services for an automated textbook management module, with integration to the CurricUNET system and other client systems as needed.

INITIAL COST: \$7,000

RECURRING COST: \$1,000/year annual support

○ **CB07. Student Advisement Module**

Provides customization and implementation services for an automated student advisement module, with integration to the CurricUNET system and other client systems as needed.

INITIAL COST: \$20,000

RECURRING COST: \$2,500/year annual support

○ **CB08. Agendanet System**

Provides customization and implementation services for an automated agenda development system for Board of Trustee meeting agendas, including item submission processing, approval workflow, agenda production, recording of votes and minutes, and archiving.

INITIAL COST: \$35,000

RECURRING COST: \$5,000/year annual support

○ **CB09. Outcome Assessment Module**

Provides customization and implementation services for an automated student learning outcome assessment module that is integrated with CurricUNET. This module systematically records, tracks, and reports the level of attainment of the student learning outcomes at the course, program, and institution levels, which are initially identified in CurricUNET. All processing is Web-based.

INITIAL COST: \$15,000

RECURRING COST: \$2,000/year annual support

○ **CB10. Syllabus Builder Module**

Provides customization and implementation services for an automated syllabus builder module that is integrated with CurricUNET. This module guides instructors in the automated building of the section syllabi for the course sections they are teaching. The module brings forward all required data from the course outline database and populates the section syllabus template. It then allows instructors to add or amend those items that may be amended by college policy. All syllabi are permanently stored and may be searched via the Web.

INITIAL COST: \$9,000

RECURRING COST: \$1,500/year annual support

○ **CB11. CurricUNET Ad Hoc Report Writer**

Provides access and training in the use of the CurricUNET Ad Hoc Report writer that is integrated with CurricUNET. This tool allows a registered CurricUNET user to assemble and

print ad hoc reports by specifying which data elements in the CurricUNET database they wish to extract and report on. A variety of report format and assembly functions are provided.

INITIAL COST: \$5,000  
RECURRING COST: None

**B2. AD HOC SERVICES:**

In addition to the above specified products and services, Client may subsequently request certain services which are ad hoc in nature and are not quantifiable in advance. The pricing for such services will be as follows, if and when requested.

- **System Transfer Services**  
Provides two (2) days of onsite technical assistance for system conversion/installation and training of Client IT staff for transfer of hosting of CurricUNET System from Governet to Client servers.

COST: \$5,000

- **Adhoc Hourly Professional Services**  
Client may elect to request adhoc hourly technical services from Governet that exceed routine maintenance and support services covered by the annual maintenance service. Such adhoc hourly services are typically used for extraordinary enhancements not included in the core system. In such a case Governet will provide a firm estimate of time required for such services, and will not proceed until it receives a purchase order for the work requested.

COST: \$200 per hour, inclusive of all expenses

- **Project Based Services**  
In the event Client wishes to make a major addition to the core system, Governet will offer an alternative project-based pricing methodology. This methodology eliminates the hourly pricing method and replaces it with a firm, fixed price for achievement of mutually agreed upon outcomes. Each such project is unique, with terms and prices negotiated by both parties. In certain cases where such new modules may be offered as new optional modules to other future clients, Client may be eligible for a cost recovery program (see Cost Recovery Options section below).

In all cases above, payments by Client shall be rendered within 30 days of receipt of invoice from Governet. If payment is not rendered within 30 days, there will be a late charge equal to 1½% of the amount due.

All optional prices set forth above are subject to change at the discretion of Governet. If such pricing changes are in effect at the time Client requests the optional product or services, Governet shall notify Client of the then current pricing. Client shall thereafter notify Governet of its acceptance of the requested product or service.

**B2. COST RECOVERY OPTION**

Initials: \_\_\_\_\_

New Module Option: Governet offers certain incentives to Clients that provide such Clients with an opportunity to offset their costs for new innovations that they pioneer. If Client becomes the first to pay for the development of a totally new CurricUNET system module that is then added to Governet's list of optional modules for other CurricUNET clients, Client will receive a rebate equal to 5% of revenue derived by Governet from the future sales of that module (the "Cost Recovery Rebate"). Said Cost Recovery Rebate will continue until such time as Client has recovered 100% of costs and fees Client paid to Governet for the original development and implementation of the new module.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATIONS TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Leslie Rota	Dean, Fine & Applied Arts/ Behavioral Science 36 years, 9 months	6/30/11
Zafer Sun	Employment Development Officer 22 years, 5 months	8/27/11

Government Code: Board Policy: 4240 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Karen Ulrich  
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

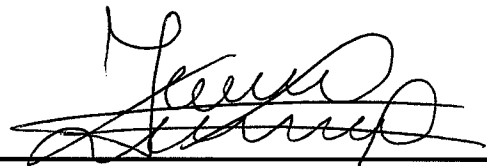
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration  
ORGANIZATION

March 25, 2011  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 25, 2011  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** BALLOT FOR CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION - 2011  
**REQUESTED ACTION:** APPROVAL OF SUBCOMMITTEE RECOMMENDATIONS

**SUMMARY:**

A subcommittee of the Governing Board, consisting of Trustees Keith (Chair); Chapman, and Claffey, will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. Each member Community College District Board of the League shall have one vote for each of the eight vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes statewide will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board of Directors will vote to break the tie. A copy of the official ballot is provided as Attachment #1. This ballot must be postmarked by April 25, 2011.

The Subcommittee will make their recommendations to the Governing Board and request approval of the recommendations made at that time.

*Government Code: Board Policy: CCCT Governing Board Policies Estimated Fiscal Impact: N/A*

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

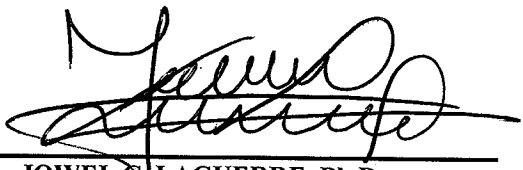
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
\_\_\_\_\_  
**PRESENTER'S NAME**

400 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
**ADDRESS**

707-864-7112  
\_\_\_\_\_  
**TELEPHONE NUMBER**

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

March 25, 2011  
\_\_\_\_\_  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

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

March 25, 2011  
\_\_\_\_\_  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

**CCCT 2011 BOARD  
OFFICIAL BALLOT**

**Vote for no more than eight (8) by checking the boxes next to the names**

**NOMINATED CANDIDATES**

*List order based on Secretary of State's January 25, 2011 random drawing.*

- Tina Park, Los Angeles CCD
- Jim Moreno, Coast CCD
- David Wheeler, Yuba CCD
- Stephen Castellanos, San Joaquin Delta CCD
- \*Laura Casas Frier, Foothill-DeAnza CCD
- Nancy C. Chadwick, Palomar CCD
- \*Mary Figueroa, Riverside CCD
- Robert Jones, Los Rios CCD
- Michael Davenport, Gavilan CCD
- \*Paul J. Gomez, Chaffey CCD
- Greg Bonaccorsi, Ohlone CCD
- Pauline Larwood, Kern CCD

**WRITE-IN CANDIDATES**

*Type each qualified trustee's name and district on the lines provided below.*

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\*Incumbent

**Board Secretary and Board President or Board Vice President must sign below:**

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
President or Vice President of the Board

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 2011-12 SUCCESSOR AGREEMENT

REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSAL

SUMMARY:

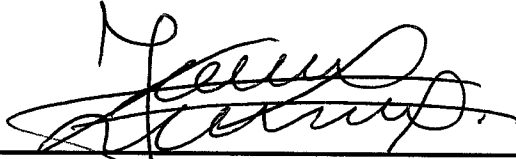
At the Board meeting on March 16, 2011, the Governing Board accepted the District's initial proposal (attached) for the Solano College Chapter CCA/CTA/NEA 2011-12 successor agreement. In accordance with Government Code Section 3547, public comment on such proposal shall be received and a public hearing 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

Karen Ulrich  
Director of Human Resources  
PRESENTER'S NAME  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197  
ADDRESS  
707-864-7122  
TELEPHONE NUMBER  
Administration  
ORGANIZATION  
March 25, 2011  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

March 25, 2011  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

**March 16, 2011**

The collective bargaining provisions herein by the Solano Community College District and the Solano College Chapter CCA/CTA/NEA are expressly pursuant to the Education Employment Relations Act and Article 2, NEGOTIATIONS PROCEDURES, of the current Collective Bargaining Contract between the parties. It is the intention of the Solano Community College District Governing Board to bargain in good faith over the proposal submitted by the respective parties to the Collective Bargaining Contract pursuant to the Educational Employment Relations Act.

**DURATION REOPENERS**

The District will propose that the expiration of the collective bargaining agreement between the Solano Community College District and the Solano College Chapter CCA/CTA/NEA, which is currently in effect from July 1, 2008 through June 30, 2011, shall be extended by one year, or until June 30, 2012. Upon mutual agreement the parties may open the CBA to discuss an article or articles during the lifetime of the contract. If there is no agreement, the contract articles remain status quo until June 30, 2012.

**NEW METHODS OF CALCULATING SALARIES FOR  
ADJUNCT AND OVERLOAD CLASSES**

The parties will discuss simpler ways to calculate compensation for overload and adjunct pay.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** RESOLUTION DESIGNATING CLASSIFIED SCHOOL  
EMPLOYEE WEEK AT SOLANO COMMUNITY  
COLLEGE, MAY 15 - 21, 2011, RESOLUTION NO. 10/11-30  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

In recognition of the valuable contributions made by members of the classified service to the educational achievements of Solano Community College District, the Governing Board herein designates the third full week of May 2011 (May 15 – 21, 2011) as Classified School Employee Week in California by the California School Employees Association (CSEA) and the California State Legislature.

*Government Code SB1552 (Campbell) 1986 Board Policy N/A Estimated Fiscal Impact: \$ N/A*

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

Karen Ulrich, Director  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

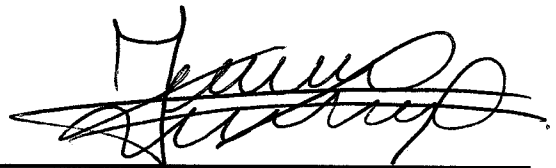
707 864-7108

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MAY 15-21, 2011, AS  
CLASSIFIED EMPLOYEE WEEK AT SOLANO COMMUNITY COLLEGE**

**RESOLUTION NO. 10/11-30**

**WHEREAS**, Classified professionals provide valuable services to the school and students of the Solano Community College District;

**WHEREAS**, Classified professionals contribute to the establishment and promotion of a positive instructional environment;

**WHEREAS**, Classified professionals serve a vital role in providing for the welfare and safety of Solano Community College District's students; and

**WHEREAS**, Classified professionals employed by the Solano Community College District strive for excellence in all areas relative to the educational community;

**RESOLVED**, That the Solano Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Solano Community District and declares the week of May 15-21, 2011, as Classified School Employee Week in the Solano Community College District.

**PASSED AND ADOPTED** This 6th day of April 2011, by the Governing Board of Solano Community College District.

\_\_\_\_\_  
DENIS HONEYCHURCH, J.D., PRESIDENT

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** PROPOSED AGREEMENT WITH ACCOUNTEMPS DBA  
ROBERT HALF INTERNATIONAL, INC.  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to contract with Accountemps dba Robert Half International, Inc., a specialized temporary staffing company for accounting, finance and bookkeeping professionals. Due to the pending resignation of the current Payroll Technician in the Fiscal Services Office, and while the position is being recruited, it is necessary to backfill with an experienced payroll professional to maintain operational work flow with District payroll. It is anticipated the agreement for services will be through June 30, 2011. Total contract amount not to exceed \$22,000.

Attached is a copy of the agreement.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$22,000  
General Fund

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

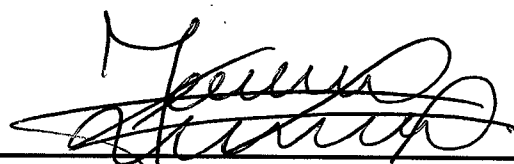
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Preferred Partner Agreement for Temporary Services

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This Preferred Partner Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through the Division ("RHI"), to assist \_\_\_\_\_. ("you" or "your") in meeting its staffing needs.

## Part 1 - General

---

### 1.1 Definitions

"Branch" means the RHI branch located at the address identified on page 2 of this Agreement.

"Division" means the Robert Half Technology division of RHI.

"Services" means the provision of services by the RHI temporary employee to you.

### 1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which is attached to this Agreement. RHI also provides additional terms for Services in documents called "job arrangement letters" which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RHI provides Services to you. In order to initiate Services, you will provide RHI with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services you need in reasonable detail. RHI will promptly reply to such request and indicate whether RHI will or will not provide the requested Services. If RHI elects to provide the requested Services, RHI will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

You accept the terms in a job arrangement letter by your approval of the RHI temporary employee's weekly timesheet or electronic time record.

Services become subject to this Agreement when RHI accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

### 1.3 Charges and Payment

Amounts are due and payable as RHI specifies in Exhibit A, including the fees payable for directly hiring RHI's temporary employees and the fees payable if a temporary employee works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

### 1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

### 1.5 Limitation of Liability

Circumstances may arise where, because of a default on RHI's part or other liability, you are entitled to recover damages from RHI. Regardless of the basis on which you are entitled to claim damages from RHI (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RHI's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RHI for the Services that are the subject of the claim.

#### Items for Which RHI is Not Liable

Under no circumstances is RHI liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

### 1.6 General Principles of Our Relationship

- a. Each party will maintain workers' compensation insurance, commercial liability insurance and employer's liability insurance.
- b. RHI will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for its temporary employees.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

### 1.7 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

**1.8 Warranties**

EXCEPT AS SET FORTH IN EXHIBIT A, RHI MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

**Part 2 - Services**

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- 2.1 RHI usually checks references only by asking specific questions to select past employers with regard to skills and work history before RHI places an individual on his or her first assignment. RHI has not engaged in any verification process other than this initial reference check (e.g., RHI has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.).
- 2.2 You agree that you are responsible for supervising RHI's temporary employees. You will not permit or require an RHI temporary employee (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables or (vi) to operate machinery (other than office machines) or automotive equipment.
- 2.3 You agree that you will provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RHI immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RHI is legally required to initiate E-Verify verification procedures for any RHI temporary employee assigned to you.
- 2.4 You agree that you are responsible for reporting any claim to RHI in writing during or within ninety (90) days after the termination of the applicable assignment. RHI will not be responsible for any claim related to any Services unless you have reported such claim in writing to RHI within ninety (90) days after termination of the applicable assignment.
- 2.5 You agree that you are responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for your company. You agree that you are fully responsible for, and that RHI will not be responsible for, any injuries, claims, damages or losses that may result from your failure to comply with the foregoing.
- 2.6 The temporary employee will execute any confidentiality agreement that you may require. You are responsible for obtaining the temporary employee's signature. You agree to hold in confidence the identity of any RHI temporary employee and the temporary employee's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only RHI branch and division obligated under this Agreement are, the Division of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:  
**Solano Community College District**

Agreed to:  
**Robert Half International Inc.**

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

Name (type or print): Yulian I. Ligioso, CPA,  
Vice President of Finance & Administration

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

Customer address:  
4000 Suisun Valley Road, Fairfield, CA 94534

Branch address:

*After signing, please return a copy of this Agreement to the RHI "Branch address" shown above.*

Exhibit A

RHI's temporary employees are assigned to you under the following additional terms:

1. **Guarantee** - RHI guarantees your satisfaction with the Services of RHI's temporary employee by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the temporary employee assigned to you, RHI will not charge for the first twenty-four hours worked, provided that you allow RHI to replace the temporary employee. Unless you contact RHI before the end of the first twenty-four hour guarantee period, you agree that the RHI temporary employee is satisfactory.
2. **Time Sheet** - RHI's temporary employees will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RHI will bill you weekly for the total hours worked; RHI's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that you fail to pay the invoices when due, you agree to pay all of RHI's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RHI may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
4. **Hiring the Person Referred to You** - After you evaluate the performance and potential of RHI's temporary employee on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire RHI's temporary employee assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if the temporary employee assigned to you is hired by a subsidiary or other related company or business as a result of your referral of the temporary employee to that company.

The conversion fee will equal the applicable percentage below multiplied by the temporary employee's aggregate annual compensation, including bonuses.

Hours Worked by Employee – Billed and Paid	Applicable Percentage
640+	Zero fee conversion

The conversion fee will be owed and invoiced upon your hiring of RHI's temporary employee, and payment is due upon receipt of the invoice. The same calculation will be used if you convert RHI's temporary employee on a part-time basis using the full-time equivalent salary.

5. RHI shall charge the bill rates described below for the corresponding functional roles. Bill rates for all other functional roles shall be determined on a case by case basis.

<u>Functional Roles / Job Title</u>	<u>Up To Hourly Bill rates</u>
Payroll Technician	\$35.34

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** SUPPORT FOR AMERICAN COLLEGE AND  
UNIVERSITY PRESIDENTS CLIMATE COMMITMENT  
(ACUPCC)  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Over 675 institutions, including U.C. Davis, U.C. Berkeley, and the American Association of Community Colleges (AACC) have endorsed the American College and University Presidents Climate Commitment (ACUPCC). These institutions have pledged to reduce their carbon emissions and their effect on the environment, with an ultimate goal of reaching campus climate neutrality. The text of the ACUPCC states:

*"We believe colleges and universities must exercise leadership in their communities and throughout society by modeling ways to minimize global warming emissions, and by providing the knowledge and the educated graduates to achieve climate neutrality."*

As the main institution of higher education in our county, we should set an example for our communities and support this goal of striving for climate neutrality.

The Sustainability Advisory Committee requests that you endorse the American College and University Presidents Climate Commitment and request that Superintendent-President Laguerre sign this document for the College.

Government Code: Board Policy: 1003 & 1016 Estimated Fiscal Impact: N/A

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

Dr. Betsy Julian, Dean, Math/Science Division  
Tina Abbate, Curriculum Scheduling Specialist

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7110

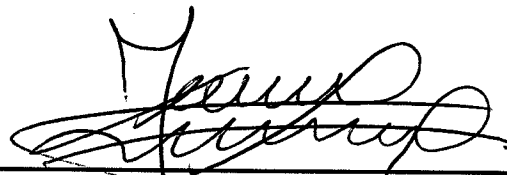
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **Text of the American College & University Presidents' Climate Commitment**

We, the undersigned presidents and chancellors of colleges and universities, are deeply concerned about the unprecedented scale and speed of global warming and its potential for large-scale, adverse health, social, economic and ecological effects. We recognize the scientific consensus that global warming is real and is largely being caused by humans. We further recognize the need to reduce the global emission of greenhouse gases by 80% by mid-century at the latest, in order to avert the worst impacts of global warming and to reestablish the more stable climatic conditions that have made human progress over the last 10,000 years possible.

While we understand that there might be short-term challenges associated with this effort, we believe that there will be great short-, medium-, and long-term economic, health, social and environmental benefits, including achieving energy independence for the U.S. as quickly as possible.

We believe colleges and universities must exercise leadership in their communities and throughout society by modeling ways to minimize global warming emissions, and by providing the knowledge and the educated graduates to achieve climate neutrality. Campuses that address the climate challenge by reducing global warming emissions and by integrating sustainability into their curriculum will better serve their students and meet their social mandate to help create a thriving, ethical and civil society. These colleges and universities will be providing students with the knowledge and skills needed to address the critical, systemic challenges faced by the world in this new century and enable them to benefit from the economic opportunities that will arise as a result of solutions they develop.

We further believe that colleges and universities that exert leadership in addressing climate change will stabilize and reduce their long-term energy costs, attract excellent students and faculty, attract new sources of funding, and increase the support of alumni and local communities. Accordingly, we commit our institutions to taking the following steps in pursuit of climate neutrality.

1. Initiate the development of a comprehensive plan to achieve climate neutrality as soon as possible.
  - a. Within two months of signing this document, create institutional structures to guide the development and implementation of the plan.
  - b. Within one year of signing this document, complete a comprehensive inventory of all greenhouse gas emissions (including emissions from electricity, heating, commuting, and air travel) and update the inventory every other year thereafter.
  - c. Within two years of signing this document, develop an institutional action plan for becoming climate neutral, which will include:
    - i. A target date for achieving climate neutrality as soon as possible.

- ii. Interim targets for goals and actions that will lead to climate neutrality.
  - iii. Actions to make climate neutrality and sustainability a part of the curriculum and other educational experience for all students.
  - iv. Actions to expand research or other efforts necessary to achieve climate neutrality.
  - v. Mechanisms for tracking progress on goals and actions.
2. Initiate two or more of the following tangible actions to reduce greenhouse gases while the more comprehensive plan is being developed.
    - a. Establish a policy that all new campus construction will be built to at least the U.S. Green Building Council's LEED Silver standard or equivalent.
    - b. Adopt an energy-efficient appliance purchasing policy requiring purchase of ENERGY STAR certified products in all areas for which such ratings exist.
    - c. Establish a policy of offsetting all greenhouse gas emissions generated by air travel paid for by our institution.
    - d. Encourage use of and provide access to public transportation for all faculty, staff, students and visitors at our institution.
    - e. Within one year of signing this document, begin purchasing or producing at least 15% of our institution's electricity consumption from renewable sources.
    - f. Establish a policy or a committee that supports climate and sustainability shareholder proposals at companies where our institution's endowment is invested.
    - g. Participate in the Waste Minimization component of the national RecycleMania competition, and adopt 3 or more associated measures to reduce waste.
  3. Make the action plan, inventory, and periodic progress reports publicly available by providing them to the Association for the Advancement of Sustainability in Higher Education (AASHE) for posting and dissemination.

In recognition of the need to build support for this effort among college and university administrations across America, we will encourage other presidents to join this effort and become signatories to this commitment.

Signed,

**The Signatories of the American College & University  
Presidents Climate Commitment**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** AGREEMENT FOR SPECIAL EDUCATIONAL SERVICES  
BETWEEN SOLANO COMMUNITY COLLEGE AND  
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

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

The District will provide Solar System training for up to 10 PG&E meter readers. Class participants will attend 77 hours of training at Solano Community College from April 9 through June 25, 2011. All successful completers will receive Certificates of Success.

The Butte-Glenn Community College District will compensate the District \$23,033 for all educational services rendered. The cost is inclusive for all instruction, teaching/training materials, equipment, classroom space and NABCEP testing.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development. Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 23,033 revenue*

**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

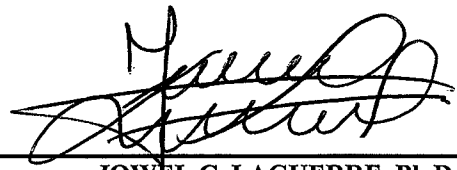
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 25, 2011  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **BUTTE-GLENN COMMUNITY COLLEGE DISTRICT, 3536 BUTTE CAMPUS DRIVE, OROVILLE, CA 95965**, hereinafter referred to as "**BUTTE-GLENN CCD**".

**WHEREAS**, Butte-Glenn CCD desires to engage the District to render special educational services,

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

- A. The District will provide Solar System Training for 10 PG&E Meter Readers.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 77 hours of training. Training will take place at Solano Community College from April 9-June 25, 2011. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. PG&E and Butte-Glenn CCD will identify all employees who will participate in training.
- D. Butte-Glenn CCD will compensate the District for all services rendered and expenses at a rate of twenty three thousand and thirty three dollars and no cents (\$23,033.00). The cost is inclusive for all instruction, teaching/ training materials, equipment, classroom and NABCEP testing.
- E. Payments by Butte-Glenn CCD to the District will be due upon completion of training. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that Butte-Glenn CCD and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Butte-Glenn CCD and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Butte-Glenn CCD, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Butte-Glenn CCD. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Butte-Glenn CCD will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage,

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

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

\_\_\_\_\_  
Andrew B. Suleski  
Vice President of Administration  
Butte-Glenn CCD  
Oroville, CA

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

Date \_\_\_\_\_

Date \_\_\_\_\_



## BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

### SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Subcontract") is made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program California Corporate College (CACC), and Solano CCD ("Subcontractor"), collectively "Parties."

WHEREAS, District has received prime funding from the CCCCCO EWD Program ("Granting Agency") for the purpose of performing work for the project entitled "Solar Training" and funded under Grant Number 09-332-051 ("Grant"); and

WHEREAS, District has entered into a Contract Instruction Agreement with Pacific Gas & Electric Company (PG&E) for the purpose of providing services for the project entitled "Solar Training" (Assignment); and

WHEREAS, District is authorized and desires to enter into a subcontract for the partial performance of its responsibilities under the Grant; and

WHEREAS, Subcontractor has expressed a willingness to perform the work described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in this Subcontract, the parties agree as follows:

1. **STATEMENT OF WORK.** Subcontractor agrees to provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit A, Statement of Work, ("Work") which is attached hereto and incorporated by reference in this Subcontract.
2. **TERM.** Subcontract shall commence on April 9, 2011, and shall terminate on June 25, 2011, unless terminated earlier in accordance with this Subcontract.
3. **COMPENSATION.** District shall pay Subcontractor the sum not to exceed \$ 23,033 for the performance of the Work set forth in this Subcontract after delivery and acceptance by District.

Funding for this project is provided by the Granting Agency. The District's obligation to pay the Subcontractor is conditioned upon receipt of funding from the Granting Agency and upon the Subcontractor's compliance with the terms and conditions of this Subcontract. Subcontractor acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

4. **PAYMENT.** To be paid, Subcontractor must submit an itemized invoice including the services provided, which must match the description of Services herein; the dates of and work performed during the billing period; and the specific dollar amount. All invoices submitted under this Subcontract, including the final invoice must be received by the District no later than thirty (30) days after the end of the reporting period for that invoice. Invoices should be submitted to the District's Project Director who shall verify that the services have been received and recommend payment thereof.
5. **KEY PERSONNEL.** District's Project Director is Catherine Swenson. Subcontractor's key personnel responsible for the conduct of the Work contemplated hereunder is Deborah Mann who is/are considered essential to the Work. Substitutions or substantial change in level of effort shall not be made by Subcontractor without written approval from District.
6. **TERMINATION.**
  - A. If Granting Agency terminates the Grant in whole or in part for any reason, District may terminate this Subcontract to the same extent, effective upon written notice. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon District by Granting Agency.

- B. Either party may at its option terminate this Subcontractor at any time upon giving thirty (30) days advance written notice of termination to the other party. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, District shall pay Subcontractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Subcontractor have been avoided, but not in excess of the maximum payable under this Subcontractor as specified in the Compensation section of this Subcontractor.
- C. In the event of any breach of this Subcontract, District may, without any prejudice to any of its other legal remedies, terminate this Subcontract this upon five (5) days written notice to Subcontractor. In the event of such termination, District may select a new subcontractor to proceed with the work in any manner deemed proper by the District. The cost to the District of having the project completed by another Subcontractor shall be deducted from any sum due Subcontractor under this Subcontract, and the balance, if any, shall be paid to Subcontractor upon demand. The District shall pay Subcontractor only the reasonable value of the services thereto fore rendered by Subcontractor as may be agreed upon by the parties or determined by a court of law.

Notice of termination shall be sent in accordance with Notices section of this Subcontract. Upon receipt or issue by Subcontractor of a written termination notice, Subcontractor shall cancel all outstanding obligations under this Subcontract. Work shall stop, and Subcontractor shall not incur new obligations after the effective date of termination. Subcontractor will deliver to District, for Granting Agency, all work completed, or in progress, and materials acquired through the date of termination. All liabilities and obligations of both parties shall cease and terminate, excepting any liabilities or obligations accrued under the terms hereof prior to such termination and remaining unsatisfied or ongoing at the time such termination becomes effective.

- 7. **INDEPENDENT CONTRACTOR.** The Subcontractor, and the agents and employees of Subcontractor in the performance of this Subcontract, shall act in an independent capacity and not as officers or employee or agents of the District.
- 8. **MUTUAL INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor 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 Subcontractor, its agents or employees, in the performance of this Subcontract. This indemnification provision shall survive termination of the Subcontract and remain in effect.

To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless Subcontractor, 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 District, its agents or employees, in the performance of this Subcontract. This indemnification provision shall survive termination of the Subcontract and remain in effect.

- 9. **INSURANCE.** Subcontractor shall procure and maintain during the term of this Subcontract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, his agents, representatives, or employees. Subcontractor shall maintain the following policies of insurance issued by an insurance company(ies) licensed in California with a current A.M. Best (or equivalent) rating of A:VII or better.
  - A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Subcontract.
  - B. Automobile Liability (Commercial Entities) insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Subcontractor's owned, hired, and non-owned vehicles. (Private Individuals) insurance with limits not less than liability of \$100,000 per person/\$300,000 per occurrence; property damage \$50,000 per occurrence.

- C. Workers' Compensation insurance with limits statutorily required by any Federal or California State law.
- D. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.
- E. Professional Liability insurance with a limit of not less than \$1,000,000 per occurrence covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by Contractor.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name: *Butte-Glenn Community College District, its officers, agents, employees, and volunteers as additional insureds.*

For any claims related to this Subcontract, the Subcontractor's insurance must be primary insurance as respects the Butte-Glenn Community College District, its, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, agents, employees or volunteers shall be excess of the Subcontractors' insurance and shall not contribute to it.

The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the District.

If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.

If any insurance policy(ies) required by this Subcontract is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Subcontract or the beginning of Services; (ii) insurance shall be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Subcontract of work; (iii) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the Subcontractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work; (iv) a copy of the claims reporting requirements must be submitted to the District for review.

**Prior to commencing work or services**, Subcontractor shall furnish the District with original certificates of insurance and policy endorsements evidencing the coverages, conditions, and limits required by this Subcontract, which must be approved by the District.

- 10. **FUNDS UNAVAILABLE.** It is mutually understood between the parties to this Subcontract that the amount specified in the Compensation section of this Subcontract may include funds that have not yet been appropriated by state or federal budget, as applicable, but that District anticipates receiving from Granting Agency to fund this Subcontract. It is mutually agreed that if the state or federal budget, as applicable, for the current year and/or any subsequent years covered under the Grant does not appropriate sufficient funds for the program this Subcontract shall have no force and effect. In this event, the District shall have no liability to pay any funds whatsoever to Subcontractor or to furnish any consideration under this Subcontract and Subcontractor shall not be obligated to perform any provisions of this Subcontract.
- 11. **AUDIT.** Subcontractor agrees that the District, the Granting Agency, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall until three (3) years after final payment or until any audit findings have been resolved, have the right to audit records, to review and to copy any records and supporting documentation, and interview staff related to the performance of this Subcontract. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 12. **PARTICIPATION IN GRANT-FUNDED ACTIVITIES.** Subcontractor shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under the Grant on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of



these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

Programs funded by the Grant should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by the Grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Granting Agency may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Subcontractor provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

### 13. INTELLECTUAL PROPERTY.

- A. Subcontractor agrees that any and all services rendered and documents or other materials, inventions, procedures, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced as a result of this Subcontract by Subcontractor shall be and are Work for Hire. All rights, title, and interest in and to the Work first developed under this Subcontract shall be assigned and transferred to the Granting Agency. This Work for Hire agreement shall survive the expiration or early termination of this Subcontract.
- B. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Granting Agency. Subcontractors that produce copyright materials pursuant to the Grant, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Granting Agency. The Granting Agency shall acknowledge Subcontractor as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Granting Agency may license Subcontractor to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Granting Agency for any infringement which may occur, and to indemnify and hold harmless the District and the Granting Agency for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Subcontract, even if such derivative works compete with those created under this Subcontract.

All materials first developed in draft and in final form pursuant to this Subcontract shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges."

Acknowledgment may be given to Subcontractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Granting Agency or the Subcontractor that the copyright be registered with the U.S. Copyright Office, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said copyright.

- C. All technical communications and records originated or first prepared by the Subcontractor pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Subcontractor's administrative communications and records relating to this Subcontract, shall be delivered to and shall become the exclusive property of the Granting Agency and may be copyrighted by the Granting Agency.
- D. If it is deemed necessary by either the Granting Agency or the Subcontractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Subcontract shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Subcontractor or the actual inventor(s) in an

appropriate manner. The Granting Agency agrees to grant a nonexclusive license for such intellectual property to the Subcontractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Subcontract.

- E. All trademarks and servicemarks first created, developed or acquired pursuant to this Subcontract shall be the property of the Granting Agency. If it is deemed necessary by either the Granting Agency or the Subcontractor that a trademark or servicemark be registered with state or federal agencies, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Subcontract shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Granting Agency agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Subcontract to the Subcontractor.
- F. In connection with any license granted pursuant to the preceding paragraphs, Subcontractor agrees not to permit infringement by any person, to compensate Granting Agency for any infringement which may occur, and to indemnify and hold harmless the District and the Granting Agency for any and all claims arising out of or in connection with such license. Subcontractor may, with the permission of the Granting Agency, enter into a written sublicensing agreement subject to these same conditions.
- G. Subcontractor acknowledges that any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to the Grant by Subcontractor that creates works for the Grant for District are for and are the property of the Granting Agency, and all rights, title, and interests in such property shall be assigned to the Granting Agency from Subcontractor.

#### 14. NONDISCRIMINATION CLAUSE.

- A. During the performance of this Subcontract, Subcontractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Subcontractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Subcontract by reference and made a part hereof as if set forth in full.
- C. Subcontractor shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.).
- D. Subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### 15. ACCESSIBILITY FOR PERSONS WITH DISABILITIES.

- A. By signing this Subcontract, Subcontractor assures the District that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- B. Subcontractor shall, upon request by any person, make any materials produced with Grant funds available in Braille, large print, electronic text, or other appropriate alternate format. Subcontractor shall establish policies and procedures to respond to such requests in a timely manner.
  - C. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Subcontractor, whether purchased, leased or provided under some other arrangement for use in connection with the Grant, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
  - D. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Granting Agency.
  - E. Subcontractor shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, §§ 59300 et seq.
  - F. Subcontractor shall indemnify, defend, and hold harmless the District, its officers, agents, and employees and the Granting Agency, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
16. **DRUG FREE WORKPLACE CERTIFICATION.** By signing this Subcontract, Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that the Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.).
  17. **CONFLICT OF INTEREST.** Subcontractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflict in any manner or degree with the performance of services required under this Subcontract.
  18. **APPLICABLE LAW.** This Subcontract shall be construed in accordance with and governed by the laws of the State of California.
  19. **ENTIRE AGREEMENT.** This Subcontract contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
  20. **AMENDMENTS.** This Subcontract may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this Subcontract which are mutually agreed upon by and between the parties to this Subcontract shall be incorporated by written instrument, signed and dated by both parties.
  21. **ASSIGNMENT.** The Subcontractor may not assign, transfer or subcontract any part of this Subcontract, any interest herein or claims hereunder, without the prior, written approval of the District and Granting Agency.
  22. **DISPUTE.** The parties to this Subcontract agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Subcontract.
  23. **NOTICES.** All notices required by this Subcontract shall be by written instrument and shall be sent certified mail properly addressed, postage fully prepaid to the following individuals:

For District:            Andrew B. Suleski, Vice President of Administration  
                                  Butte-Glenn Community College District  
                                  3536 Butte Campus Drive  
                                  Oroville, CA 95965

For Subcontractor: NAME: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. SEVERABILITY. If any term, provision, covenant, or condition of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Subcontract shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

25. TERMS AND CONDITIONS. The parties to this Subcontract acknowledge that they have read and understood this Subcontract completely, and will fully comply with all terms and conditions of this Subcontract set forth herein.

IN WITNESS WHEREOF, the parties to this Subcontract have executed this Subcontract by their duly authorized representatives on the dates of their signatures.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

**SUBCONTRACTOR**

By: \_\_\_\_\_  
(Signature of authorized official of District.)

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

By: \_\_\_\_\_  
(Signature of authorized official of Subcontractor.)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

**RECOMMENDED BY:**

Signature: \_\_\_\_\_  
(Signature of District Project Director.)

Name: Catherine Swenson  
Title: Initiative Director  
Address : PO Box 162641, Sacramento, CA 95816  
Phone No.: 916-452-5668  
Date: \_\_\_\_\_

**SUBCONTRACTOR MUST PROVIDE A COMPLETED IRS FORM W-9 (form enclosed).**

Contractor is a:

- Corporation
- LLC
- Partnership
- Sole Proprietorship (an individual)

Signature: Catherine Swenson  
Catherine Swenson (Mar 1, 2011)

Email: cswenson@cccwd.net



## BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

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### SUBCONTRACT AGREEMENT EXHIBIT A STATEMENT OF WORK

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

The Parties agree as follows:

#### 1. Purpose and Objectives

Partnering with CACC, Solano CCD will provide instruction, facilities, materials and coordination for the delivery of one 77 hour delivery of Solar Training. The audience will be twelve PG&E Meter Readers.

#### 2. Scope of Work

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

- A. Identify Contract Liaison
- B. Provide training facilities
- C. Provide instructional program
- D. Provide Instructor
- E. Subcontract with CA CC (Butte College)
- F. Invoice CA CC within 15 days of completion of training
- G. Order books
- H. Conduct NABCEP Testing, as applicable

#### 3. Products and Deliverables

Subcontractor shall produce: N/A

- A. Each deliverable to be provided under the Subcontract shall be submitted to and approved by the District's Project Director. All products, documents and published materials, including multimedia presentations, shall be approved by the District's Project Director prior to distribution.
- B. Any document or written report prepared, in whole or in part by Subcontractor, shall contain the Grant number and dollar amount of the Grant and subcontracts relating to the preparation of such document or written report. The Grant and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a))
- C. All products resulting from this Subcontract in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- D. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

#### 4. Period of Performance and Timeline

The period of performance for this SOW will start on April 9, 2011 and the work tasks are estimated to continue through June 25, 2011. All classes will be held on Saturdays from 9:00a.m. to 5:00p.m. No class Memorial Day Weekend.

College Liaison will communicate weekly with the CACC Project Coordinator regarding program status.

5. Additional Terms and Conditions Specific to this SOW

Materials and Supplies Required: Books, all instructional materials, and cost and implementation of testing will be provided by the delivery college.

Participants Responsible to Bring:

- Water jug & lunchbox
- Tape Measure
- Steel Toe Boots
- Safety glasses
- Sun protection—sunscreen, clothing
- High strength pants
- Rain gear
- Hard Hats
- Gloves

Cancellation Policy:

In case of rescheduling, or canceling of classes already scheduled, PG&E will notify CA CC no less than fourteen (14) days prior to the action. If fourteen (14) days notification is not made, PG&E will be responsible for fifty percent of contract amount for notification up to seven (7) days prior to commencement of scheduled class. Thereafter, PG&E will be responsible for full payment of contract/class fees if cancellation or rescheduling is made.

INVOICING

Districts will invoice CA CC (Butte College) within 15 days of the completion of the course delivery.

6. Contractor Staff, Roles and Responsibilities

Deborah Mann, Solano Community College, is responsible to be liaison to California Corporate College and to coordinate and secure facilities for this program.

7. District Staff, Roles and Responsibilities

California Representative for CACC: Catherine Swenson at [cswenson@cccwd.net](mailto:cswenson@cccwd.net) or 916-452-5668

California Project Coordinator: Barbara Maxey at [maxeyba@yahoo.com](mailto:maxeyba@yahoo.com) or 530-228-4443

California Contract Manager: Bettye Nemanic at [nemanicbe@butte.edu](mailto:nemanicbe@butte.edu) or 530-879-4379

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Subcontract in its entirety, do agree thereto in each and every particular.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

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

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

*Recommended By:*

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

Name: Catherine Swenson  
Title: Initiative Director, Training & Development  
Address: PO Box 162641, Sacramento, CA 95816  
Phone No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Catherine Swenson  
Catherine Swenson (Mar 1, 2011)

Email: cswenson@cccewd.net

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 a Memorandum of Understanding (MOU) is being presented to the Governing Board for approval.

The District is obligated to join the California Corporate College in order to participate in any of their contract education opportunities. As Solano Community College would like access to California Corporate College opportunities, we are asking for approval to join.

The District will pay Butte-Glenn Community College District (college district holding the Chancellor's Office contract for the California Corporate College) a \$500 fee for one year, renewable upon successfully securing contracts through the California Corporate College.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development. Approval is requested at this time.

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

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

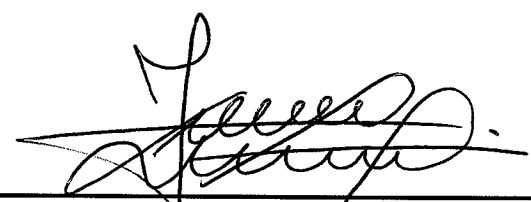
707-864-7195

TELEPHONE NUMBER

Academic and Student Affairs  
ORGANIZATION

March 25, 2011

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 25, 2011

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT





## **BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

3536 Butte Campus Drive, Oroville, CA 95965

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### **MEMORANDUM OF UNDERSTANDING**

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#### **1. PARTIES.**

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program the California Corporate College ("CA CC") and Solano County Community College District ("MEMBER DISTRICT").

#### **2. PURPOSE.**

The California Community Colleges Chancellor's Office has established the California Corporate College within the System Strategic Plan as a cooperative venture of California's 110 community colleges.

The California Corporate College (CA CC) provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California.

#### **3. RESPONSIBILITIES OF CA CC**

CA CC agrees to perform the following activities and provide the following resources:

- A. Corporate Training and Services Provider: CA CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through the community colleges.
- B. Product Development: CA CC coordinates the development and licensure of training products wherein economies of scale can be realized.
- C. Statewide Marketing: CA CC will market the services of California's 110 Community Colleges to businesses, governmental agencies, associations, and organizations with employees and members at multiple California locations.
- D. Collaboration: CA CC will foster collaboration among California's 110 community colleges to enhance the California Community College System's competitiveness on statewide training and workforce preparation services projects.
- E. Quality Assurance: CA CC will ensure quality and consistency of contract service delivery on a statewide basis.
- F. No Duplication: CA CC will not duplicate or replace existing programs and services provided through the California Community Colleges.
- G. Right of First Refusal: CA CC will provide Partners the right of first refusal on any contract being delivered in their service area. In additions, CA CC will provide Non-Member Districts the right of first refusal on any contract being delivered in their service area, with the caveat that should they accept the assignment they will join the CA CC.
- H. Resource Referral: CA CC will refer colleges and initiatives to appropriate resources for technical assistance and capacity building to better enable them to respond to employer needs.
- I. Support: CA CC commits our support and agrees to work cooperatively with MEMBER DISTRICT in accordance with this MOU.

#### **4. RESPONSIBILITIES OF MEMBER DISTRICT.**

MEMBER DISTRICT agrees to perform the following activities and provide the following resources:

- A. To participate fully in the mission of CA CC.
- B. To communicate the structure and intent of CA CC within each community college and its district.
- C. Support the CA CC in the negotiation of contract training projects.
- D. Support the CA CC in the development of partnerships on behalf of the 110 community colleges.
- E. To adhere to the pricing structure as determined by the CA CC Advisory Board.
- F. To identify trainers to be certified to deliver customized curriculum.
- G. To submit all client-required information to CA CC as requested.

- H. To support and contribute to CA CC marketing campaigns.
- I. To share effective and innovative training strategies with CA CC.
- J. To financially support CA CC through an annual assessment as determined by the Advisory Board, and approved by the Economic and Workforce Development Program of the California Community Colleges System Office.
- K. To refer potential statewide contracts to CA CC.
- L. To appoint a single liaison who will adhere to all items in MOU.
- M. Commit our support and agree to work cooperatively with the CA CC Advisory Board in accordance with this MOU.
- N. Operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.
- O. Adhere to the Standards of Good Practice established by the CA CC Advisory Board attached as Addendum A to this MOU.

MEMBER DISTRICT Liaison Information

Name: Deborah Mann \_\_\_\_\_

Title: Director of Workforce and Economic Development \_\_\_\_\_

Email: deborah.mann@sbcglobal.net \_\_\_\_\_

Phone: 707.864.7175 \_\_\_\_\_ Fax: 707.646.2063 \_\_\_\_\_

Cell: \_\_\_\_\_

Mailing Address: 4000 Suisun Valley Road, Fairfield, CA 94534 \_\_\_\_\_

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

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- 5. **PAYMENT.** MEMBER DISTRICT shall pay District an assessment fee of \$500 annually. Fee will be paid upon execution of this MOU unless otherwise indicated here:  Incur Option Selected. Fee will be billed annually on the anniversary date of MOU. If the incur option was selected and no revenues were forthcoming in the first year of MOU, the incurred amount will not rollover as a continued obligation into the following year.
- 6. **TERM OF MOU.** This MOU will become effective on date of member district signature, and will remain in effect until terminated in accordance with this MOU.
- 7. **TERMINATION.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.
- 8. **FUNDS UNAVAILABLE.** This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided.
- 9. **INDEMNIFICATION.** To the fullest extent permitted by law, District and MEMBER DISTRICT shall defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers from and against any and all liability, loss, expense, (including but not limited to attorney fees and court costs), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agent, employees or volunteers.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

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

Name: Andrew B. Suleski

Title: Vice President of Administration

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

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

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

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

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

---

*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: April 6, 2011

## ADDENDUM A

### Standards of Good Practice for California Corporate College Participating Colleges

To ensure full participation in the California Corporate College (CA CC) and quality of delivery for our California Corporate Clients, Standards of Good Practice have been developed by the CA CC Advisory Board. Colleges will operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.

- Annual Standards of Good Practice summary report will be sent to the CA CC Liaison
- Standards of Good Practice are measured in two key areas: *Operations & Program Delivery*
- Member in good standing status requires an annual overall score on Member Standards of Good Practice report of 90%
- Coaching and support will be made available through the EWD Training and Development initiative and other appropriate resources for those colleges falling below the good standing score of 90%

#### Measurement of Standards

Standard	Annual Measurement/Scoring
<b>OPERATIONS</b>	
1. Assign one CA CC liaison at your college for all communication with the CA CC	<ul style="list-style-type: none"> <li>• Assigned CA CC liaison</li> </ul>
2. Timely and complete response to requests for curriculum and/or information from CA CC	<ul style="list-style-type: none"> <li>• Respond to all requests—even if the response is that the organization does not have the information</li> </ul>
3. Participate in meetings of the CA CC as necessary	<ul style="list-style-type: none"> <li>• Liaison participates in meetings</li> </ul>
4. Comply with CA CC policies and procedures in a timely way	<ul style="list-style-type: none"> <li>• Meet the terms of each policy and procedure by posted deadline</li> </ul>
5. Participate in marketing activities	<ul style="list-style-type: none"> <li>• Include CA CC in marketing materials</li> </ul>
<b>PROGRAM DELIVERY</b>	
1. Participate in requests to deliver on contracts within own service area	<ul style="list-style-type: none"> <li>• Training, consulting, or other activities</li> </ul>
2. Provide high quality contract trainers to deliver services utilizing prescribed curriculum	<ul style="list-style-type: none"> <li>• Training/instructor evaluation form</li> <li>• Learning outcomes achieved</li> </ul>
3. Participate in required training activities (train the trainer) for contract delivery	<ul style="list-style-type: none"> <li>• Trainers/instructors and/or project managers attend and participate in each train the trainer</li> </ul>

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

**TO: Members of the Governing Board**  
**SUBJECT: DISTRICT FIREWALL UPGRADE**  
**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

Board approval is requested to upgrade the District's firewalls. The District is provided Internet access via the Corporation for Education Network Initiatives in California (CENIC). Previously, the Internet connection provided to the District was 100MB. About two years ago, District use of the Internet began maxing out this 100MB during peak usage times. In response to increasing District demand, CENIC increased the connection to 1GB last spring.

However, in order for the District to take advantage of this increase in connection speed, it needs to upgrade the firewalls which reside between the District network and the Internet to protect the network from Internet threats as the current firewalls that only support up to 100MB connections.

The purchase of new firewalls will support the existing 1GB Internet connection and allow for increased connection speed well into the future.

A copy of the quote is attached.

<i>Government Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: \$57,840.04</i>
<i>General Fund</i>		

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

James Ennis, Interim  
Chief Information Systems Officer

**PRESENTER'S NAME**

400 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7104

**TELEPHONE NUMBER**

Information Systems

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Quotation**



Customer: Jim Ennis  
 Company: Solano Community College District  
 Address: Fill this out entirely. Do not set for "today" in formula  
 Date: 01/17/11

Quote: SSCDASA100621 2

**ASA Security Upgrade**

PART	DESCRIPTION	QTY	LIST	DISCOUNT COST	EXTENDED DISCOUNT
<b>Equipment</b>					
15	ASA5585-S10-K9	2	29,995.00	17,397.10 \$	34,794.20
16	ASA-AC-E-5585	2	500.00	290.00 \$	580.00
17	ASA-AC-M-5585	2	500.00	290.00 \$	580.00
18	CAB-AC-2500W-US1	2	0.00	0.00 \$	-
19	WS-C3750E-24TD-S	1	9,495.00	5,507.10 \$	5,507.10
20	CAB-AC	1	0.00	0.00 \$	-
22	Trade in	2	0.00	0.00 \$	-
<b>SUBTOTAL EQUIPMENT \$</b>					<b>41,461.30</b>
<b>Maintenance</b>					
27	CON-SNT-A8551K9	2	3599	2,879.20 \$	5,758.40
28	CON-SNT-3750E2TS	1	760	608.00 \$	608.00
<b>SUBTOTAL RECURRING MAINTENANCE COST \$</b>					<b>6,366.40</b>
<b>ExtraTeam Professional Services</b>					
32	Staging			\$	-
33	Engineering	1		\$	6,140.00
34	Project Management			\$	-
<b>SUBTOTAL SERVICES \$</b>					<b>6,140.00</b>
38	SIGNATURE			Equipment \$	41,461.30
39				Maintenance \$	6,366.40
40	DATE			Professional Services \$	6,140.00
				<b>Total \$</b>	<b>53,967.70</b>

Please select shipping and billing options under (A) and (B):

- (A) Class of shipment
  - Ground
  - 2-day
  - Next business day
- (B) Partial/Full shipment
  - Partial shipments and invoicing accepted
  - Hold for full shipment and single invoice

<input type="checkbox"/>	Freight/Insurance Estimate \$	358.71
<input type="checkbox"/>	Sales Tax Not Included	
<input type="checkbox"/>	<b>Cisco 0% Financing</b>	
<input type="checkbox"/>	<b>36 Month Lease Payment: \$</b>	<b>1,682.24</b>

*Cisco Product and 3 years SNT included*

Ship-to Address if different from above:

Attn:  
 Customer  
 Address 1  
 Address 2  
 City, State, Zip

This Bill of Materials is conditional upon engineering review. Errors and Omissions excepted  
 Please inspect equipment against packing list prior to opening. Opened product is not returnable.  
 All returns are subject to manufacturer's terms and conditions. A 25% restocking fee may apply.  
 Quote is valid for 30 days from date shown. Freight estimate covers ground shipping only.  
 Expedited shipping charges will be applied to the final customer invoice. Credit card purchases subject to service fee.

Sales:  
 Inside Sales: Kelly Engle 925-398-4448  
 Federal Tax ID: 94-3316357  
 CMAS: 3-04-70-0861C, 3-08-70-0861F, 4-09-56-0026A

Please Make Purchase Order Payable to:  
 ExtraTeam, Inc.  
 7031 Koll Center Parkway, Suite 250  
 Pleasanton, CA 94566

Invoice Terms: Due on receipt of equipment.

AGENDA ITEM 15. (b)  
MEETING DATE April 6, 2011

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: RENEWAL OF CONTRACT WITH SUNGARD HIGHER  
EDUCATION FOR SOFTWARE SUPPORT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Board approval is requested to renew the District's contract with SunGard Higher Education (SGHE) for software support as part of the original purchase of Banner which expires in April, 2011.

District modifications to the contract include: (1) removing Oracle support from the SGHE contract and going directly to Oracle to realize savings; (2) requesting SGHE to realign the contract to our fiscal year; and (3) requesting all support to be unified under a single support contract to simplify the maintenance and understanding of Banner support contracts.

This contract extends the agreement with SGHE to provide software support for an additional five years to June 30, 2016. The cost of support for the remainder of 2010-2011 is \$32,741. The cost of the contract for 2011-12 will be \$201,090. A copy of the agreement is attached.

Government Code: Board Policy: 3225 Estimated Fiscal Impact: General Fund  
\$32,741 for 20 10-11  
\$201,090 for 2011-12

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

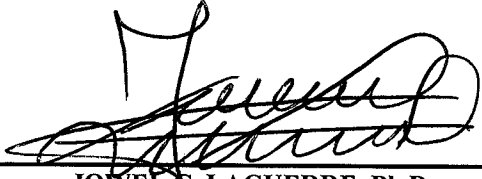
James Ennis, Interim  
Chief Information Systems Officer  
PRESENTER'S NAME

400 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS

707-864-7104  
TELEPHONE NUMBER

Information Systems  
ORGANIZATION

March 25, 2011  
DATE SUBMITTED TO

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

March 25, 2011  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**AMENDMENT TO  
SOFTWARE MAINTENANCE AGREEMENT**

**SUNGARD HIGHER EDUCATION INC.**  
(formerly SunGard SCT Inc. and SCT Software &  
Resource Management Corporation)  
4 Country View Road  
Malvern, Pennsylvania 19355  
FAX Number (610) 578-3700  
("SunGard Higher Education")

and

**SOLANO COMMUNITY COLLEGE DISTRICT**  
("Licensee")

Original SOFTWARE MAINTENANCE AGREEMENT dated May 08, 2006, as may thereafter have been amended (the "SMA Agreement" or "Agreement").

SunGard Higher Education and Licensee are parties to the Agreement, pursuant to which Licensee obtained Maintenance services for certain Licensed Software on the terms and conditions of the SMA Agreement. Licensee now desires to obtain from SunGard Higher Education Maintenance services for the additional Licensed Software identified in this Amendment; and further, to have SunGard Higher Education provide Licensee with ongoing Maintenance services for all Licensed Software, all on the terms and conditions of the Agreement, as modified by this Amendment.

This Software Maintenance Amendment ("SMA Amendment") is entered into by the parties on the latest date shown on the signature page of this SMA Amendment. SunGard Higher Education's obligations hereunder shall commence on May 1, 2011 (the "Commencement Date").

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the SMA Agreement shall have the same meaning when used in this SMA Amendment.

2. Amendment to and Modification of SMA Agreement.

(a) SunGard Higher Education agrees to provide Improvements with respect to the Component Systems identified in Exhibit 1 (the "Maintenance Exhibit"), attached to this SMA Amendment on the same terms and conditions as the SMA Agreement for the period and for the fee specified in the Maintenance Exhibit. The term of the SMA Agreement is deemed to be extended as provided for in the Maintenance Exhibit for purposes of this SMA Amendment. Any amounts indicated on the Maintenance Exhibit are in addition to all other amounts payable under the SMA Agreement.

(b) Notwithstanding anything to the contrary set forth in the SMA Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this SMA Amendment (reference SMA tables with optional termination dates) at its convenience effective on each date identified in the Maintenance Exhibit as an "Optional Termination Date" by providing written notice to SunGard Higher Education at least six (6) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SunGard Higher Education will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees due up to and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SunGard Higher Education's receipt of written notice in accordance with the above, this SMA Amendment shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right.



(c) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

3. Integration Provision. Except as expressly modified by this SMA Amendment, the SMA Agreement shall remain in full force and effect. As of the Execution Date, the SMA Agreement, as further amended by this SMA Amendment, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

**SunGard Higher Education**

**Licensee**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: Yulian I. Ligioso

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: Vice President, Finance & Admin.

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**EXHIBIT 1**

Licensee: Solano Community College

**MAINTENANCE TABLE: Improvement Fees paid in Advance**

**PARTIAL YEAR PAYMENT/DUE DATE:** \$29,254 due May 1, 2011, for the Component Systems listed below, covering the period May 1, 2011 to June 30, 2011.

**OPTIONAL TERMINATION DATES:** April 30, 2012

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:** July 1, 2011

Baseline Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
Banner Student	July1/June 30	June 30, 2016	Silver	Included
Banner Student Self-Service	July1/June 30	June 30, 2016	Silver	Included
Banner Financial Aid	July1/June 30	June 30, 2016	Silver	Included
Banner Financial Aid Self-Service	July1/June 30	June 30, 2016	Silver	Included
Banner Faculty Self-Service	July1/June 30	June 30, 2016	Silver	Included
Banner Employee Self-Service	July1/June 30	June 30, 2016	Silver	Included
Banner Finance	July1/June 30	June 30, 2016	Silver	Included
Banner Finance Self-Service	July1/June 30	June 30, 2016	Silver	Included
Banner Human Resources	July1/June 30	June 30, 2016	Silver	Included
Luminis Basic	July1/June 30	June 30, 2016	Silver	Included
EDISmart	July1/June 30	June 30, 2016	Silver	Included
CSS Profile	July1/June 30	June 30, 2016	Silver	Included
Banner Operational Data Store	July1/June 30	June 30, 2016	Silver	Included
Banner Workflow	July1/June 30	June 30, 2016	Silver	Included
Banner ePrint Site License	July1/June 30	June 30, 2016	Silver	Included
Integration for Banner Document Management Suite	July1/June 30	June 30, 2016	Silver	Included
Banner Document Management Suite	July1/June 30	June 30, 2016 <sup>2</sup>	Bronze	Included
UC4 Software	July1/June 30	June 30, 2016 <sup>2</sup>	Bronze	Included
<b>Initial Payment Amount (Covers the contract year July 1, 2011 to June 30, 2012)</b>				<b>\$176,689<sup>1</sup></b>

**MAINTENANCE TABLE: Improvement Fees paid in Advance**

**PARTIAL YEAR PAYMENT/DUE DATE:** \$1,911 due May 1, 2011, for the Component Systems listed below, covering the period May 1, 2011 to June 30, 2011.

**OPTIONAL TERMINATION DATES:** April 30, 2012 and each April 30<sup>th</sup> thereafter through 2016.<sup>3</sup>

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:** July 1, 2011

Baseline Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
Banner Advancement	July1/June 30	June 30, 2016	Silver	Included
Banner Document Management Suite	July1/June 30	June 30, 2016 <sup>2</sup>	Bronze	Included
<b>Initial Payment Amount (Covers the contract year July 1, 2011 to June 30, 2012)</b>				<b>\$11,544<sup>1</sup></b>

**EXHIBIT 1 - continued**

**MAINTENANCE TABLE: Improvement Fees paid in Advance**

**PARTIAL YEAR PAYMENT/DUE DATE:** \$1,019 due May 1, 2011, for the Component Systems listed below, covering the period May 1, 2011 to June 30, 2011.

**OPTIONAL TERMINATION DATES:** August 31, 2013

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:** July 1, 2011

Baseline Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
Financial Aid FM Need Analysis	July1/June 30	June 30, 2016	Silver Hosted	Included
<b>Initial Payment Amount (Covers the contract year July 1, 2011 to June 30, 2012)</b>				<b>\$6,157<sup>1</sup></b>

**MAINTENANCE TABLE: Improvement Fees paid in Advance**

**PARTIAL YEAR PAYMENT/DUE DATE:** \$557 due June 1, 2011, for the Component Systems listed below, covering the period June 1, 2011 to June 30, 2011.

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:** July 1, 2011

Baseline Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
DegreeWorks <sup>4</sup>	July1/June 30	June 30, 2016	Bronze	Included
<b>Initial Payment Amount (Covers the contract year July 1, 2011 to June 30, 2012)</b>				<b>\$6,700<sup>1</sup></b>

**NOTES TO MAINTENANCE TABLE:**

<sup>1</sup> For the Baseline Component Systems set forth in the SMA Tables, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 4% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

<sup>2</sup> Indicates that the Component System is owned by a third party.

**NOTES TO MAINTENANCE TABLE – continued:**

<sup>3</sup> Notwithstanding any other term or condition of the Maintenance Agreement, including any term or condition of this Maintenance Amendment, the term during which Improvements will be provided will only extend through June 30, 2016 to the extent that such a term extension is permissible under California law. To the extent that such term cannot extend through June 30, 2016 because of contract term limits imposed under California law (“Term Limit Termination”), such term will only extend through the period legally permissible under California law. Accordingly, Licensee can terminate the Maintenance Agreement for Term Limit Termination effective April 30<sup>th</sup> of any year, beginning April 30, 2011 by providing SunGard Higher Education with notice of such termination, in accordance with the Notices provision of the License Agreement, so that SunGard Higher Education receives the Term Limit Termination notice the January 31<sup>st</sup> immediately preceding the April 30<sup>th</sup> date on which such Term Limit Termination will be effective. In the event of a Term Limit Termination, Licensee will be obligated only to pay Improvements for the period through the April 30<sup>th</sup> as of which the Term Limit Termination is effective.

<sup>4</sup> The maintenance for DegreeWorks was previously provided under the Software License Agreement between SunGard Bi-Tech LLC (now known as SunGard Higher Education Inc.) and Licensee dated May 10, 2006, as amended (“Previous Agreement”). As of the Commencement Date, Maintenance for the DegreeWorks Licensed Product will be provided under this Agreement. The Previous Agreement is deemed terminated as of the Execution Date as it relates to the DegreeWorks Licensed Product, and, as of the Execution Date, neither Licensee nor SunGard Higher Education will have any obligation in connection with DegreeWorks Licensed Product Maintenance that SunGard Higher Education would otherwise have provided to Licensee under the Previous Agreement after the Execution Date.

**EXHIBIT 2**  
**Silver Level Maintenance Standards**

**I. Defined Terms:**

**“Notification”** means a communication to SunGard Higher Education’s ActionLine by means of: (i) SunGard Higher Education’s ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which SunGard Higher Education’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Seven (7) days per week, 24 hours per day.

**Note:** SunGard Higher Education’s ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via SunGard Higher Education’s ActionWeb and e-mail. This system allows SunGard Higher Education’s ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client’s telephone call.

**III. Targeted Response Times.** With respect to SunGard Higher Education’s Maintenance obligations, SunGard Higher Education will use diligent, commercially reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Agreement in accordance with the following guidelines:

**Priority One Calls** –two (2) hours or less.

**Priority Two Calls** - four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

**Notes:** (1) For purposes of these targets, a “response” will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education’s obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

**EXHIBIT 2**  
**Bronze Level Maintenance Standards**

**I. Defined Terms:**

**“Notification”** means a communication to SunGard Higher Education’s ActionLine by means of: (i) SunGard Higher Education’s ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which SunGard Higher Education’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Five (5) days per week, Monday through Friday, excluding United States holidays and SunGard Higher Education-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

**III. Targeted Response Times.** With respect to SunGard Higher Education’s Maintenance obligations, SunGard Higher Education will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Agreement in accordance with the following guidelines, with the time period to be measured beginning with the first SunGard Higher Education ActionLine business hour occurring after SunGard Higher Education’s receipt of the Notification:

**Priority One Calls** –two (2) hours or less.

**Priority Two Calls** – four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

For purposes of these targets, a “response” will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education’s obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** SABBATICAL LEAVE REPORT FOR THE ACADEMIC YEAR 2009-2010  
**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

The following recipient will give a report on her Sabbatical Leave for the 2009-2010 academic year:

- *Abla Christiansen – Spring 2010* – “Transforming Students’ Lives with Best Practices in Probation and Dismissal”

*Government Code EC § 87767  
CTA Contract – Article 11*

*Board Policy N/A*

*Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT’S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

J. Arturo Reyes  
Executive Vice President  
Academic and Student Affairs

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7102

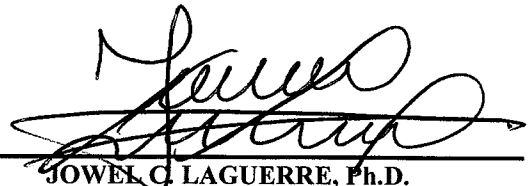
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

March 25, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 25, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SOLANO COLLEGE ACADEMIC SENATE RESOLUTION,  
PROFESSOR TITLE, RESOLUTION SP-2011 #1

REQUESTED ACTION: INFORMATION

SUMMARY:

Prior to 1989, Community Colleges were connected and part of local High School Districts, and faculty at Community Colleges used the titles of Teacher and/or Instructor, as those were the titles commonly used in the K-12 system. After 1989, AB1725 separated community colleges from the K-12 system and made the community colleges an actual separate and distinct college system, and the use of the title Professor gradually began to occur at some community colleges. By 1995, research conducted by the Solano College Academic Senate showed that at least one-third of California Community Colleges had already switched from Teacher/Instructor to the title of Professor. The Academic Senate endorses the use of the Professor title, the Assistant Professor title and the Adjunct Professor title for all faculty at Solano Community College where appropriate.

This item will return to the Board for approval at the May 4, 2011, meeting.

*Government Code: Board Policy: CCCT Governing Board Policies Estimated Fiscal Impact: N/A*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Thomas Watkins, President  
Academic Senate

PRESENTER'S NAME

400 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7112

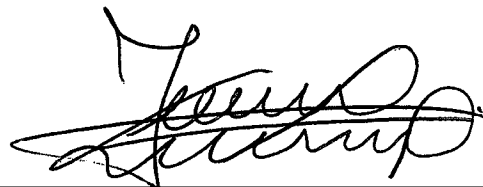
TELEPHONE NUMBER

Academic Senate

ORGANIZATION

March 25, 2011

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 25, 2011

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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## SOLANO COMMUNITY COLLEGE ACADEMIC SENATE

### *Resolution SP-2011 #1: PROFESSOR TITLE*

**Whereas,** Prior to 1989, Community Colleges were connected to, and part of local High School Districts, and faculty at Community Colleges used the titles of ***Teacher*** and/or ***Instructor***, as those were the titles commonly used in the K-12 system;

**Whereas,** After 1989, when AB 1725 separated Community Colleges from the K-12 system, and made the Community Colleges an actual, separate and distinct College system, the use of the title ***Professor*** gradually began to occur at some Community Colleges;

**Whereas,** That by 1995, research done by the Solano Community College Academic Senate showed that at least one-third of California Community Colleges had already switched from ***Teacher/Instructor*** to the title of ***Professor***;

**Whereas,** That in 1995 the Solano Community College Academic Senate endorsed, by Resolution, the use of the title ***Professor*** at Solano Community College;

**Whereas,** That today the use of the title ***Professor*** has become quite common at Community Colleges, and is likely now used by a majority of Community Colleges. A survey of many local and regional Community College Web sites shows the ***Professor*** title in common use at: American River College, Chabot College, Contra Costa College, Diablo Valley College; Los Medanos College, Marin College, Napa College, Ohlone College; Sacramento City College, San Joaquin Delta College, and Sierra College;

**Whereas,** In the eyes of our students and the general public, the use of the ***Professor*** title will continue to underscore and promote the fact that Solano Community College is a bonafide and accredited two-year college, and is not part of, or governed by, the K-12 system;

**Whereas,** That in 2010 Solano Community College Board of Trustees endorsed and adopted a program to provide and award "***Emeritus***" designation to certain retired staff and faculty, including the award of the title "***Emeritus Professor***"; and

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**SOLANO COMMUNITY COLLEGE  
ACADEMIC SENATE**

***Resolution SP-2011 #1: PROFESSOR TITLE***

(Continued – Page 2)

**Whereas,** That Solano Community College **President Jewel Laguerre** and **Executive Vice President Arturo Reyes** have both endorsed the use of the title "**Professor**" for faculty at Solano Community College;

**Be it Therefore Resolved,** That the Academic Senate endorses the use of the **Professor** title, the **Assistant Professor** title and the **Adjunct Professor** title, for Faculty at Solano Community College;

That the Academic Senate requests that Solano Community College Human Resources and Payroll Departments, and all other Departments, Offices and Programs at the College, adopt the use of the **Professor, Assistant Professor** and **Adjunct Professor** titles, as soon as it is reasonably possible;

**Be it Further Resolved,** That Solano Community College, for clarity, accuracy and simplicity, will use the **Professor** title exclusively and only for Full-Time Tenured Faculty; that Solano Community College will use the **Assistant Professor** title exclusively and only for Full-Time Non-Tenured faculty; that Solano Community College will use the title **Adjunct Professor** exclusively and only for Part-Time Faculty;

**And Be it Finally Resolved,** The Academic Senate will present this Resolution to the Solano Community College Governing Board, with the request that the Governing Board reach Mutual Agreement with the Senate, and, by a vote of at least a majority of the members of the Board, endorse and approve this Resolution.

**PASSED AND ADOPTED,** This 28<sup>th</sup> day of February 2011, by the Solano Community College Academic Senate.



Academic Senate President  
Thomas Watkins

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

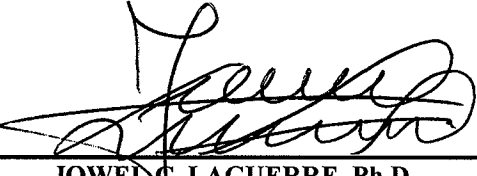
**TO: Members of the Governing Board**  
**SUBJECT: LONG-TERM PLANNING AND RESOURCES**  
**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

At the June 2010 Board Retreat, the Board established a goal for the CEO to lead the College in long-range planning. Staff will make a presentation on the steps that will be taken to meet the goal of long-range planning. This presentation will include the following:

- Efforts for a revised *Educational Master Plan*
- An updated *Facilities Master Plan*
- Intention to raise revenue for facilities
- Partnerships to bring four-year degrees to Solano County

At a future meeting, the Board may authorize the CEO to seek and allocate resources to accomplish the long-term planning for the College.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input type="checkbox"/> APPROVAL <input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President <hr/> <b>PRESENTER'S NAME</b>	 <hr/> <b>JOWEL C. LAGUERRE, Ph.D.</b> Superintendent-President	
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>	March 25, 2011 <hr/> <b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>	
(707) 864-7112 <hr/> <b>TELEPHONE NUMBER</b>	Administration <hr/> <b>ORGANIZATION</b>	
March 25, 2011 <hr/> <b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		