

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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


EMPLOYMENT 2012-2013

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Eileen Amick	Substitute Ex. Assist. - HR	03/12/13 – 05/13/13	\$19.84 hr.
Hoi Nguyen	Substitute Custodian	03/07/13 – 06/30/13	\$12.41 hr.
Kelly Ryan	Drop In writing Lab Instructor	02/19/13 – 05/30/13	\$58.02 hr.
Keith Willmschen	Substitute Custodian	03/07/13 – 06/30/13	\$13.49 hr.
Erin Farmer	Drop In Lab Instructor	02/19/13 – 05/30/13	\$66.01 hr.
James B. Long	Drop In Lab Instructor	02/19/13 – 05/30/13	\$66.01 hr.
Ronald Zak	Updating High School Articulation Agreements	03/07/13 – 06/30/13	\$66.01 hr.
Michael Goodwin	Updating High School Articulation Agreements	03/07/13 – 06/30/13	\$66.01 hr.
Maureen McSweeney	Updating High School Articulation Agreements	03/07/13 – 06/30/13	\$62.02 hr.
Mark Berrett	Updating High School Articulation Agreements	03/07/13 – 06/30/13	\$66.01 hr.
Crystal Brandon	Theater Technician	03/07/13 – 06/30/13	\$ 12.00 hr.
Kevin Fortney	Theater Technician	03/07/13 – 06/30/13	\$ 12.00 hr.
Andrew Rovendro	Theater Technician	03/07/13 – 06/30/13	\$ 12.00 hr.
Natalie Allas	Theater Technician	03/07/13 – 06/30/13	\$ 12.00 hr.

Charo Albarrán
Interim Director, Human Resources

February 22, 2013
Date Submitted


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

February 22, 2013
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 March 6, 2013
 Page 2

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% of Released Time</u>	<u>Dates</u>
Curtis Brown	Coordinator School of Human Performance & Development	20%	01/14/13 – 05/24/13

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Workshop presenter Kinship Care Education	03/12/13 – 03/17/13	\$1280.00
Sherry Currie-Proctor	Workshop presenter Kinship Care Education	03/07/13 – 03/28/13	\$ 660.00
Deborah Lees Davis	Workshop presenter Kinship Care Education	03/16/13 – 03/17/13	\$ 650.00
Jacqueline Jones	Workshop presenter Kinship Care Education	03/05/13 – 03/17/13	\$ 900.00
Kerry Pilley	Workshop presenter Kinship Care Education	03/05/13 – 03/17/13	\$ 660.00
Delphine Turley	Workshop presenter Kinship Care Education	03/06/13 – 03/28/13	\$ 900.00
Noel Vargas	Workshop presenter Kinship Care Education	03/07/13 – 03/28/13	\$ 900.00
Tiffany Wanberg	Workshop presenter Kinship Care Education	03/05/13 – 03/28/13	\$2340.00
Jason W. Barker	Journey Level Assistant Fire Academy	03/25/13 – 06/30/13	\$25.00 hr.
Gregory K. Guyan	Journey Level Assistant Fire Academy	03/25/13 – 06/30/13	\$25.00 hr.
Stewart Balderama	Journey Level Assistant Fire Academy	03/25/13 – 06/30/13	\$25.00 hr.
Barbara Bandy	Cutter/Draper for Theatre Spring 2013 Performance	01/01/13 – 02/06/13	\$20.00 hr.

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Human Performance & Dev.	Georgios Vlahylis	Assist with Swim Team
Health Sciences	Melinda Shipman	Assist with EMT Basic Skills
Health Sciences	Heidi Donald	EMT Instructor Aide

GRATUITOUS SERVICE (Continued:)

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Health Sciences	Nicholas Smith	Assist with EMT skills, instruction and testing
Health Sciences	Heather Deanda	Assist with EMT skills, instruction and testing
Health Sciences	Christopher Craft	Assist with EMT Basic Skills
Health Sciences	Paul Anthony Thompson	Assist with EMT Basic Skills
Health Sciences	Tommy Forsin	Assist with EMT Basic Skills
Health Sciences	Trenton Knuckles	Assist with EMT Basic Skills
Health Sciences	Spencer Delaney	Assist with EMT skills, instruction and testing
Health Sciences	Richard Stewart	Assist with EMT Basic Skills
Health Sciences	Kyle Hightree	Assist with EMT Basic Skills
Health Sciences	Pam Graham	Assist with EMT Basic Skills
Health Sciences	John Allison	Assist with EMT Basic Skills
Health Sciences	Nick Scholl	Assist with EMT Basic Skills
Health Sciences	Tei Smith	Assist with EMT Basic Skills
Health Sciences	Derek Albright	Assist with EMT Basic Skills
Health Sciences	Jase Indrebo	Assist with EMT Basic Skills
Mesa Center	Seyyida Westbrook	Overseeing the Mesa Center

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

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

PERSONAL SERVICES AGREEMENTS


**Finance and Administration
Yulian I. Ligioso, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Scott Paulin	Serve as Interim Campus Police Chief	March 1, 2013- December 31, 2013 (or until permanent police chief position is filled, whichever is first)	Not to exceed \$64,100

**School of Liberal Arts
Jeff Lamb, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Craig Scharfen	Serve as lighting tech and provide electrical expertise and services for <i>The Three Musketeers</i>	March 7, 2013- June 30, 2013	Not to exceed \$1,000

Yulian I. Ligioso
Vice President, Finance and Administration


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

February 22, 2013
Date Submitted

February 22, 2013
Date Approved

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

TO: Members of the Governing Board

SUBJECT: TECHNOLOGY SERVICES & SUPPORT
 REORGANIZATION

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the reorganization of the District's Technology Services & Support department effective March 1, 2013.

- Eliminate the Manager of Technology Services & Support position to help fund changes within the planned re-organization.
- Recruit and Hire an additional Information Analyst.
- Reclassify current Programmer Analyst to Information Analyst.
- Reclassify current Information Analyst (Lead) to Information Analyst/Database Administrator (Lead).

Reorganizational documentation is attached for review. Staff will be present to answer questions.

Government Code: N/A Board Policy: Estimated Fiscal Impact: Cost Neutral

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso
 Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209


TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

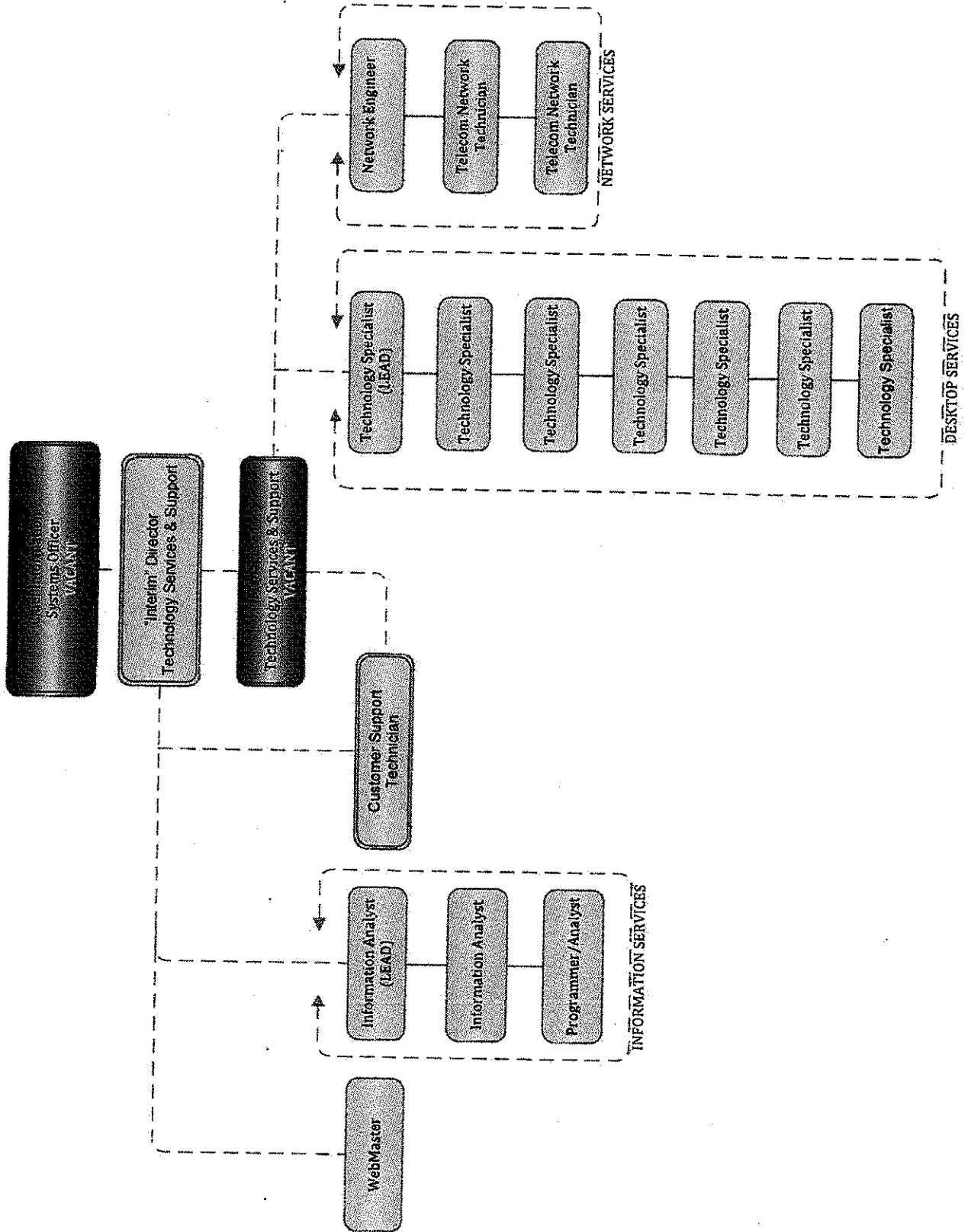


JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

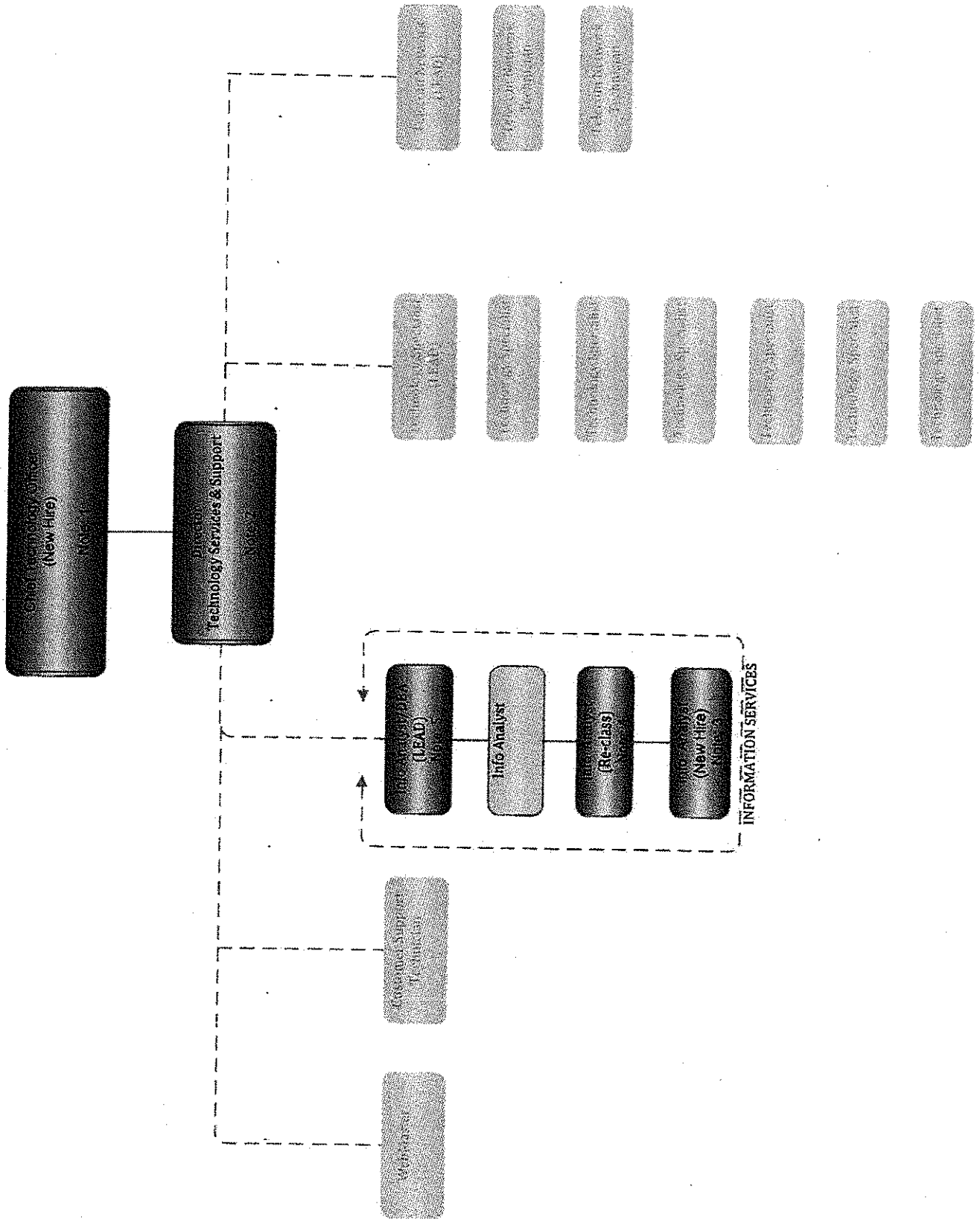
February 22, 2013

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Technology Services and Support Division Current Organization



Technology Services and Support Division Re-organization Proposal



Technology Services & Support Reorganization Plan

- 1) Rename the Chief Information Systems Officer (CISO) to Chief Technology Officer (CTO) and fill the position.

- Approved by Governing Board: 2/20/13

- 2) Eliminate the Manager of Technology Services & Support Position.

The elimination of the Manager of Technology Services & Support will help to fund the New Information Analyst position (3) and the reclassifications (4), (5) presented below.

Promote the current Interim Director (*James "Kimo" Calilan*) to Director of Technology Services & Support.

- Promotion of James Calilan approved by Governing Board: 2/20/13

- 3) Add an additional (3rd) Information Analyst position. (*New Hire*)

- There is a dire need for additional resources in Information Systems. The project log is long, incumbent staff need to support multiple major functions and making progress in at times impeded by unavailability of resources.
- Adding this position will allow us to have a primary support person for each major functional area (i.e. HR/Finance, Student, Financial Aid) while permitting the Information Analyst (Lead) to be the secondary support person for all 3 areas and to concentrate more on the Database Administrator function.

- 4) Reclassify the Programmer/Analyst (*Seweryn Makosa*) position to Information Analyst.

- The Programmer/Analyst position is considered an entry level position. After several years of training and experience Seweryn has been consistently performing the duties equivalent to that of an Information Analyst.
- Communication with CSEA regarding this reclassification was initiated by the District and CSEA is in agreement with this request.

- 5) Reclassify the Information Analyst (Lead) position (*Jay Robinson*) to Information Analyst /Database Administrator (Lead) (*New Job Description*).

- A Database Administrator (DBA) position is critical to efficient and effective operations of the Banner system and Oracle Database. As most ERP schools have a dedicated DBA position, SCC was fortunate to attract Jay Robinson who has prior database administrator experience and has been performing the duties of a DBA since being hired.
- This reclassification formalizes the duties and puts in place this critical position.
- The incumbent is near the top of the current range which is the current top of the CSEA Salary Schedule. We recommend a new range (23) be created on the schedule and the incumbent placed at the appropriate step. This would allow for employee growth and encourage retention of the incumbent.
- The cost for this change is undetermined until the new range is created and the incumbent is properly placed on the schedule but it is likely to result in some modest salary increase when final placement is determined.

NOTE:

This reorganization plan had been presented to Shared Governance, FABPAC, and SPC and approved by all groups. The revised job description for the Information Analyst and the New job description for the Information Analyst / Database Administrator (Lead) has also gone through the shared governance process and has been presented to and approved by CSEA.

Future Proposed Organization Costs

Financial Implication of Reorganization			Expenditures					
Savings								
Difference Between Prior & Current Director (Base Salary)	\$15,102							
Elimination of Manager Position (Base Salary)	\$86,525							
Total:	\$101,627							
			\$68,368					
			\$6,552					
			\$3,307					
			\$4,154					
			\$82,381					
Current Organizational Positions								
Proposed Organizational Positions	Range/Step	Salary	Estimated Benefits	Salary + Estimated Benefits	Range/Step	Salary	Estimated Benefits	Salary + Estimated Benefits
Chief Information Systems Officer	49.X							
Director, Technology Services & Support	48.7	\$ 110,522	\$ 44,209	\$ 154,730	48.3	\$ 102,640	\$ 41,056	\$ 143,695
Manager, Technology Services & Support	43.5	\$ 86,525	\$ 34,610	\$ 121,135	48.3	\$ 95,419	\$ 38,168	\$ 133,587
Programmer Analyst Information Analyst Information Analyst (Lead)	20.6 21.5 22.5	\$ 72,570 \$ 75,815 \$ 83,074	\$ 29,028 \$ 30,326 \$ 33,229	\$ 101,598 \$ 106,140 \$ 116,303	Eliminated			
					22.1	\$ 68,368	\$ 27,347	\$ 95,716
					22.4	\$ 79,122	\$ 31,649	\$ 110,770
					23.X	\$ 87,227	\$ 34,891	\$ 122,118
NOTES:								
* CSEA Salaries from 2011-2012 Salary Schedule								
* Management salaries from 2012-2013 Salary Schedule								
* Benefits estimated at 40% of salary.								
1 Change title CISO -> CTO & hire/ Recommend Pay Step 3 or higher to attract good candidates.								
2 Eliminate the Manager of Technology Services & Support Current Interim to Director								
3 New Information Analyst Positions starting at Step 1 of range 22								
4 Reclass Programmer/Analyst to Information Analyst, Increase range to 22.4								
5 Increase range to 22.4 to ensure fairness								
6 Reclass Information Analyst (Lead) to Information Analyst (Lead)/Database Administrator and add a range 23 to the CSEA Salary Schedule. Place position and salary on appropriate range 23								

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: STRATA INFORMATION GROUP (SIG) CONSULTING SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

The recent Oracle upgrades, driven by statutory changes and new ellucian™/Banner formats, require the College to also upgrade various Banner features, particularly the middle-tier applications. To affect a smooth upgrade, we are seeking to engage SIG, a firm with significant expertise with Oracle/Banner database implementations, to assist in this upgrade.

Under the terms of an original agreement with SIG dated June 8, 2006, we are requesting approval for Database and System Administration consulting services as per attached Statement of Work (SOW-03) at a cost of \$27,280.

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$27,280 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

February 22, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

February 22, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Statement of Work (SOW-03)

**Solano Community College
Strata Information Group
Banner® INB and SSB Oracle 11g Server Upgrade Services
February 13, 2013**

Under the terms of the Agreement dated June 8, 2006, Strata Information Group (SIG) will provide consulting services for the staff of the Solano Community College (SCC), as directed, to perform the following work:

Description of Work: On January 4, 2013, Kimo Callan, the SCC Director of Technology Services and Support, requested Oracle Database and System Administration (DBA) support for this project designed to upgrade the SCC Banner® Internal Native Banner® (INB) and Self-Service Banner® (SSB) environments to Oracle 11g.

Scope of Work: SIG will assign Oracle database and system administration consultants to complete this assignment for the requirements listed below, during a mutually agreed upon timeframe.

SIG assumptions and access requirements to be provided by SCC:

- Provide secure remote access for the SIG Consultant to include the following if determined that it is needed during the on-site visit:
 - All Banner® databases including production, test, pre-production instances for testing to include a User ID
 - VPN and network access
 - Password for baninst1 to the test system
 - Other software or access requirements, as needed
- Provide timely technical support and assistance to the SIG consultants, as needed.
- Provide one designated point of contact from SCC responsible for the project leadership and to coordinate the attendance of all needed SCC staff during scheduled timeframes.
- Migration must be completed on a currently supported version of RedHat as documented by Ellucian.
- SIG is not directly responsible for managing this project, but will provide support on a scheduled basis in consultation with the on-site SCC database administrator. Should the expectation by SCC for the role of SIG change or if substantive support issues with the upgrade arise requiring the scheduling of additional SIG resources, the cost estimate for this project would change accordingly.

Typical Tasks	Hours
Remote services will be scheduled to complete the following requirements: 1. Project preparation, training exercise, and documentation creation <ul style="list-style-type: none"> • Conduct conference call with SCC Information Technology staff and other project participants to discuss or review the following, if required: <ul style="list-style-type: none"> ○ Review services to be provided for this project ○ Finalize an agenda ○ Discuss specific SCC issues and expectations • Test access through VPN to Banner® production, test instances, and systems 	176
2. INB QA and production environment application server testing and migration <ul style="list-style-type: none"> • The services provided may include the following tasks as required: <ul style="list-style-type: none"> ○ Download media ○ Install 64-bit Java® ○ Install WebLogic® ○ Install Oracle Forms®, Reports® and Discoverer® ○ Install subsequent patches ○ Configure Oracle Forms® ○ Configure Oracle Reports® ○ Configure Discoverer® ○ Generate Banner® baseline Forms® and Reports® ○ Organize and generate clean address forms ○ Organize and generate local Forms® and Reports® ○ Install and configure Banner® on-line help ○ Configure middle tier for INB Single Sign-on from Luminis® ○ Ensure services start and stop scripts are in place ○ Review WebLogic® code tree ownership and permissions for consistency 	

<ul style="list-style-type: none"> o Support QA testing and assist client DBA with production cutover <p>3. SSB QA and production environment application server testing and migration</p> <ul style="list-style-type: none"> • The services provided may include the following tasks as required: <ul style="list-style-type: none"> o Download media o Install 64-bit Java® o Install WebLogic® o Install Fusion Middleware® o Install subsequent patches o Configure classic domain o Configure base domain o Configure Web tier utilities and virtual hosts for Banner® and ODS o Configure payment gateway for official payments o Configure middle tier o Configure Financial Aid on-premise FMCalc o Configure Banner® web output and data extract o Configure banportals o Configure middle tier for SSB Single Sign-on from Luminis® o Ensure services start and stop scripts are in place o Review WebLogic® code tree ownership and permissions for consistency o Support QA testing and assist client DBA with production cutover <p>4. Review database environment</p> <ul style="list-style-type: none"> • Review Oracle and Banner® code tree ownership and permissions for consistency • Ensure services start and stop scripts and environment setting scripts are in place and consistent across servers <p>5. Configure Luminis® on 11g database versions</p> <p>6. Project wrap-up</p> <ul style="list-style-type: none"> • Prepare installation notes and requested "how-to documentation" 	
Total Hours	176

Summary of Cost Estimate:

Services	Labor Cost	Total Cost
Technical Consulting	\$27,280	\$27,280

Notes:

- Services are billed at \$155 per hour through July 1, 2013, at which time the rate will increase to \$160 per hour
- SIG Invoices only for consulting hours and travel expenses actually used
- Costs exclude all state taxes, if applicable
- Travel expenses, if applicable:
 - o Travel time is capped at 8 hours per trip
 - o Travel expenses are estimated at \$1,600 per trip, per consultant
 - o SIG will make every attempt to reduce travel expenses, including coach airfares and the use of client-recommended lodging

For Solano Community College:

Yulian Ligioso
Yulian Ligioso, VP of Finance & Administration

Date: 2/11/13

For Strata Information Group:

Henry A. Elmstad
Henry A. Elmstad, President

Date: 2/15/13

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED 2013-2014 ACADEMIC CALENDAR
REQUESTED ACTION: APPROVAL

SUMMARY:

The amended 2013-2014 Academic Calendar reflects changes to summer 2013 only. The changes were agreed upon by the Enrollment Management Committee in an effort to increase summer FTES via expanded course offerings and start dates. The changes were approved by the Calendar Advisory Committee, and have received the endorsement of the Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA) bargaining unit in accordance with the collective bargaining agreement.

Approval is requested at this time.

Government Code: Board Policy: 6500 Estimated Fiscal Impact: \$ N/A
California Education Code, Section 70902(b)(12)

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102


TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2013-2014 Draft

Summer 2013

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27 Memorial	28	29 Beg 10 wks	30	31	Jun-01
2	3	4	5	6	7	8
9	10 Beg 8 wk classes	11	12	13 End 3wk 1 (5/23/13- 6/13/13)	14	15
16	17 Beg 6 wk classes	18	19	20	21	22
23	24	25	26	27	28	29
30	Jul-01	2	3	4 Holiday	5	6
7	8	9	10	11	12	13
14	15 Beg 3wk 2	16	17	18	19	20
21	22	23	24	25	26	27
28	29 End 6 wk classes	30	31	Aug-01 End 8/10 wk/3wk-2 classes	2	3

Fall 2013

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4	5	6 OF	7 OF	8 OF	9 RF	10
11	12 BEG FALL	13	14	15	16	17 Beg Sat Classes
18 Beg Sun Classes	19	20	21	22	23	24
25	26	27	28	29	30	31 No Sat Classes
Sep 1 No Sun Classes	2 Labor Day	3 OF	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Oct-01	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	Nov-01	2
3	4	5	6	7	8	9
10	11 Veteran's Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27 SCFA HOL	28 Thanksgiving	29 Holiday	30 Holiday
Dec 1 Holiday	2	3	4	5	6	7 SAT FINAL
8 SUN FINAL	9 D/E FINAL	10 D/E FINAL	11 D/E FINAL	12 D/E FINAL	13 D/E FINAL; END FALL	14
15	16	17	18	19	20	21
22	23	24	25 Christmas	26	27	28
29	30	31				

Spring 2014

2013-2014 Draft

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			January 1st	2	3	4
5	6	7	8	9 OF	10 Req Flex	11
12	13 Beg Spring	14	15	16	17	18 Beg Sat Class
19 Beg Sun Class	20 MLK-Holiday	21	22	23	24	25
26	27	28	29	30	31	Feb-01
2	3	4	5	6	7	8
9	10	11	12	13	14 Lincoln Day	15 No Sat Class
16 No Sun Class	17 Washington Bday	18 Opt Flex	19	20	21	22
23	24	25	26	27	28	Mar-01
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Apr-01	2	3	4	5
6	7	8	9	10	11	12
13	14 Spring Break	15 Spring	16 Spring Break	17 Spring Break	18 Spring Break	19 No Sat Class
20 Easter No Class	21	22	23	24	25	26
27	28	29	30	May-01	2	3
4	5	6	7	8	9	10
11	12	13	14 D/E Final	15 D/E Final	16 D/E Final	17 Sat Final
18 Sun Final	19 D/E Final	20 D/E Final ; Grad Cerem.	21	22	23	24
25	26 Memorial Day	27	28	29	30	31
FALL 2013			SPRING 2014			
Flex Days	R-1; O-4		Flex Days	R-1; O-2		
Instructional Days	79		Instructional Days	78		
Total (Flex + Inst'l)	84		Total (Flex + Inst'l)	81		
Finals (M-F)	5		Finals (M-F)	5		
Day Finals	12/9-12/13		Day Finals	5/14-5/20		
Evening Finals	12/9-12/13		Evening Finals	5/14-5/20		
Sat/Sun Finals	12/7-12/8		Sat/Sun Finals	5/17-5/18		
			Graduation	5/20/2012		
Summer 2013	3wk-1	5/23/13-6/13/13 (exclude Friday)		12 days		
	6wks	6/17/13-7/29/13 (exclude Fridays)		24 days		
	8wks	6/10/13-8/1/13 (exclude Fridays)		31 days		
	10 wks	5/29/13-8/1/13 (exclude Fridays)		37 days		
	3wk-2	7/15/13-8/1/13 (exclude Fridays)		12 days		

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND HIGHER ONE, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College is partnering with Higher One to provide payment plans for students who are not able to pay fees and tuition prior to the beginning of a semester. A full and complete report was presented to the Board of Trustees for information on February 20, 2013.

The term of this agreement currently ending on October 1, 2015, shall be extended for a period of three years ending on October 1, 2018.

Approval is requested at this time.

Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$35,731
BOT 2012-13 Goal #5

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Barbara Fountain, Director
Admissions & Records

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7102

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT #1 TO SERVICES AGREEMENT

THIS AMENDMENT #1 TO THE SERVICES AGREEMENT (this "Amendment"), dated as of March 1, 2013 ("Amendment Effective Date"), is entered into by and between Higher One, Inc., a Delaware corporation located at 115 Munson Street, New Haven, Connecticut, 06511 ("Higher One") and Solano Community College (the "Institution" or "Customer").

RECITALS:

WHEREAS, Higher One and the Institution are parties to that certain Higher One, Inc. Services Agreement made effective August 20, 2010 (the "Agreement");

WHEREAS, the Institution desires to amend the Agreement in order to purchase eCommerce Services (as described in Exhibits D, E, F, G, H and I hereto); and

WHEREAS, Higher One desires to deliver such eCommerce Services as described below pursuant to the terms of the Agreement, this Amendment, and Exhibits D, E, F, G, H and I attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Higher One and the Institution hereby agree as follows:

1. The term of the Agreement currently ending on October 1, 2015, shall be extended for a period of three (3) years ending on October 1, 2018.
2. Exhibit D (eCommerce Terms and Conditions), Exhibit E (Order Form), Exhibit F (Service Level Agreement), Exhibit G (Privacy and Security Statement), Exhibit H (SmartPay Merchant Participation Agreement) and Exhibit I (Request for Taxpayer Identification Number and Certification) are incorporated into the Agreement by reference.

All other terms and conditions of the Agreement shall remain the same. For the avoidance of doubt, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Institution and Higher One have caused this Amendment to be executed as of the date first above written.

HIGHER ONE, INC.

SOLANO COMMUNITY COLLEGE

By: _____
Mark Volchek
Chief Executive Officer

By: _____

Date: _____

Date: _____

EXHIBIT D
ECOMMERCE TERMS AND CONDITIONS

1. Definitions.

“**Applicable Law**” shall mean all applicable laws, regulations and rules promulgated by a local, state or federal government, or an agency or department thereof.

“**Customer Data**” means any electronic data, information or material provided or submitted by Customer, or by a third party on behalf of Customer, to Higher One through the eCommerce Services. “Customer Data” does not include aggregate or otherwise de-identified data.

“**eCommerce Services**” means the payment, billing, payment plan, cashiering, storefront and banking services as made available by Higher One from time to time at <https://commerce.cashnet.com> or other designated locations, web sites or IP addresses, including associated documentation made available to Customer in written form or online, as specified in Exhibit E.

“**Government Rules**” means all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

“**License Term**” means the term during which Higher One will provide the eCommerce Services to Customer, as specified in this Amendment.

“**Order Form**” means collectively the order documents representing the initial purchase of the eCommerce Services (and any subsequent purchases agreed to between the parties in writing from time to time) that are made a part of Exhibit E to this Amendment from time to time and that specify, among other things, licenses ordered, the License Term and the fees therefor.

“**Users**” means Customer’s employees, representatives, consultants, contractors, or agents who are authorized to use the eCommerce Services and have been supplied user identification and passwords by Customer (or by Higher One at Customer’s request).

2. Service.

2.1 Use of the Service. Higher One shall make the eCommerce Services available to Customer on the terms set forth in the Agreement, this Amendment and the attached Exhibits. For the purposes of the attached Exhibits, the term “Agreement” shall be defined as the Services Agreement dated August 20, 2010, by and between Higher One and Customer.

2.2 Service Level Agreement. Subject to Customer’s compliance with the terms of the Agreement, this Amendment and in consideration of Customer’s payment of the fees specified in the Order Form attached as Exhibit E, Higher One will provide the eCommerce Services pursuant to the terms described in the Service Level Agreement attached as Exhibit F.

2.3 Customer Use. Customer and Customer’s Users may use the eCommerce Services only to access Customer’s own data and to fulfill Customer’s internal information processing needs. Customer may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the eCommerce Services to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

2.4 Customer Responsibilities. Customer is responsible for all activities of Customer and Customer’s Users that occur under Customer’s User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the eCommerce Services, and notify Higher One promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications services necessary to connect to the eCommerce Services and to download, print and otherwise process data delivered by

the eCommerce Services, and (iv) comply with all Applicable Law in using the eCommerce Services.

2.5 Confidentiality & Security. Higher One’s confidentiality and security policies are set out in the addendum attached as Exhibit G.

3. Fees & Payment.

3.1 Annual Customer Fees. Customer shall pay the fees specified in the Agreement, Order Form attached as Exhibit E and in any signed and approved additional Order Forms. All fees are quoted in U.S. Dollars. Fees for additional services added in the middle of a billing period shall be prorated to the next billing period.

3.2 Invoicing & Payment. Higher One shall invoice Customer for fees relating to the eCommerce Services, including any late charges, in accordance with the terms of the Agreement and any relevant Order Form.

3.3 Suspension of eCommerce Services. If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Higher One reserves the right to suspend the eCommerce Services provided to Customer, without liability to Customer, until such amounts are paid in full.

3.4 Taxes. Higher One’s fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature (“Taxes”), and Customer is responsible for payment of all Taxes, excluding only taxes based on Higher One’s net income. If Higher One has the legal obligation to pay or collect taxes for which Customer is responsible pursuant to this Section 3.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Higher One with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.5 Billing & Contact Information. Customer shall maintain complete, accurate and up-to-date Customer billing and contact information via the online Customer account section of the eCommerce Services at all times.

4. Proprietary Rights.

4.1 Reservation of Rights. Customer acknowledges that in providing the eCommerce Services, Higher One utilizes (i) the CASHNet® and cashnet.com names, the CASHNet® and cashnet.com logos, the cashnet.com domain name, the product names associated with the eCommerce Services and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively “Higher One Technology”) and that the Higher One Technology is covered by intellectual property rights owned or licensed by Higher One (“Higher One IP Rights”). Other than as expressly set forth in this Agreement and the attached Exhibits, no license or other rights in the Higher One IP Rights are granted to Customer, and all such rights are hereby expressly reserved.

4.2 License Grants. Higher One grants Customer and its Users a non-exclusive, non-transferable, non-sublicenseable right to access and use the eCommerce Services for the purpose for which it is made available to Customer and otherwise in accordance with the terms of this Exhibit D.

4.3 Restrictions. Customer shall not (i) modify, copy or make derivative works based on the Higher One Technology; (ii) disassemble, reverse engineer, or decompile any of the Higher One Technology; or (iii) “frame” or “mirror” any of Higher One’s content which forms part of the eCommerce Services (other than on Customers’ own internal intranets). Customer shall have the limited right to create Internet links to or from the eCommerce Services; however, Higher One reserves the right, at its

reasonable discretion, to terminate the use of any and all link(s) to and from its eCommerce Services.

4.4 Customer Data. As between Higher One and Customer, all Customer Data, whether posted by Customer or by third parties, remains the sole property of Customer. To the extent that Customer grants Higher One access to Customer Data, Customer shall restrict Higher One's access to such Customer Data, except as necessary for Higher One to perform the eCommerce Services. Customer Data shall be considered Confidential Information, subject to the terms of this Agreement. Higher One may access Customer's User accounts, including without limitation Customer Data, to respond to service or technical problems.

5. Confidentiality.

5.1 Definition of Confidential Information. As used herein, ("Confidential Information") means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party"), including without limitation the terms and conditions of the Agreement, this Amendment, Customer Data, the Higher One Technology, the eCommerce Services, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Customer Data shall be deemed Confidential Information regardless of its written designation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required to be disclosed under Government Rules or to comply with legal processes.

5.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. Warranties. Each party represents and warrants that it has the legal power to enter into this Amendment. Higher One represents and warrants that the eCommerce Services will perform substantially in accordance with the online Higher One help documentation under normal use and circumstances.

7. Security Breach. In the event that the failure of either party (the "breaching party") to implement and maintain appropriate safeguards results in a breach of the security of Customer Information, the breaching party shall, at its expense, provide any consumer notification required by Government Rules.

8. Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of the Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

9. Term & Termination.

9.1 Term of Agreement. The terms of the attached Exhibits shall take effect on the Amendment Effective Date and shall continue until the term of the Agreement has expired or been terminated.

9.2 Term of Use. Customer agrees that the License Term for the modules listed in the Order Form attached hereto as Exhibit E shall commence on the Amendment Effective Date and run concurrent to the term of the Agreement. Customer agrees to pay Higher One in accordance with the terms of the Agreement, this Amendment and as set forth in the Order Form attached hereto as Exhibit E. Higher One will invoice Customer for the annual customer fee(s) no later than sixty (60) days prior to the anniversary of the Amendment Effective Date for each respective module.

9.3 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Higher One prior to the effective date of termination.

9.4 Return of Customer Data. Upon written request by Customer within ninety (90) days of the effective date of termination, Higher One shall make available to Customer a file of Customer Data. After such ninety (90) day period, Higher One shall have no obligation to maintain or provide any Customer Data.

9.5 Surviving Provisions. The following provisions shall survive the termination or expiration of the Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 4 (excluding Sections 4.2 and 4.4), 5, 7, 8, and 9.3.

**EXHIBIT E
ORDER FORM**

Configuration and Pricing

#	CASHNet Modules Licensed	Quantity	Annual Customer Fees	Banking & Transaction Fees			Setup and Professional Services		
				Credit Tx	Debit Tx	MPP per Enrollment	Standard Deployment	CEPP	Managed Deployment
1	CASHNet.com Administration	1	\$12,325				\$5,785		
2	CASHNet ePayment	1	\$13,613	2.90%	ACH		\$7,178		
3	CASHNet MyPaymentPlan+	1	\$17,696			\$35	\$8,250		
4	CASHNet eBill	1	\$18,982				\$7,178		
5	WUBS International Payments	1	\$5,000				WAIVED		
OPTIONS and EXTENSIONS									
6	Credit Card Interfaces	1	\$500				\$500		
7	Mobile Technology	1	WAIVED				WAIVED		
8	User Emulation	1	WAIVED				WAIVED		
9	Customer Research Center	1	WAIVED				WAIVED		
10	Banner Interface Package	1	\$6,655				\$4,840		
11	Campus Portal / Single Sign-on	1	WAIVED				WAIVED		
12	OneDisburse Extension / MPP Plus Discount		-\$74,771						
TOTAL			\$0				\$33,731		
<p align="center">Amendment Effective Date: March 1, 2013</p> <p align="center">License Term: Concurrent to the term of the Agreement</p> <p align="center">Annual Customer Fees Total: \$0</p> <p align="center">Setup and Professional Services Total: \$33,731</p>									

The first year annual customer fee(s) shall be applied for the one-year period following the Commencement Date for each respective module. In the event that any amounts due remain unpaid beyond the 30th day following the anniversary of the Commencement Date, Higher One reserves the right to charge the Customer a late fee of 1.5% of the unpaid amount for each month such amount remains unpaid.

#	Configuration Notes
1	If a VPN is necessary, an annual \$2,000 pass through expense applies.
2	CASHNet ePayment includes Higher One's outsourced payment and banking services, SmartPay , at an effective rate of 2.90%. This also includes credit card help desk, chargeback request handling, and reconciliation services, as well as no-fee ACH, OneAccount as a tender-type, and no-fee international payments.
3	Customer has chosen to use Higher One's outsourced payment plan - CASHNet MyPaymentPlan+ . Fees are assessed per enrollment and are charged directly to students. In addition to the enrollment fee of \$35.00, students may be assessed late fees and NSF fees. If any installment payment is not received within fifteen (15) calendar days from its due date, a late fee in the amount of \$10.00 will be charged to the student. NSF Fees are for insufficient or uncollected funds (returned items or paid items) and will be charged in the amount of \$25.00, which may be subject to change in accordance with the state laws of California. These fees are assessed when a student makes a payment in an amount above what is available in his/her designated financial account. Standard three (3) and four (4) month plans are available with Higher One servicing. All online credit card payments are processed through SmartPay at a rate of 2.90%. Higher One will collect and hold all fees in a depository account that is owned by Customer on Customer's behalf. Customer will remit to Higher One an administrative service charge equal to the amount of fees collected through the CASHNet MyPayment Plan+ module on a periodic basis.
4	CASHNet eBill includes one (1) choice of Banner-certified bill template. Additional or custom templates are available through Higher One and will result in additional cost and deployment timeframes.
5	International Payments is powered by Western Union Business Solutions.
6	Additional Credit Card Interfaces/Terminal IDs are available through Higher One and will result in additional cost and deployment timeframes. The specific Credit Card Interface quoted is for SmartPay .
8	User Emulation includes read-only mode. For full permissions to make payments on behalf of the students, it will require an additional Terminal ID / Credit Card Interface.
10	Banner Interface Package includes all necessary interfaces to facilitate a real-time lookup and post as well as necessary batch processes. Additional costs apply for any additional real time/ batch interfaces.
11	Single Sign-on includes AES. CAS and Shibboleth are also available for an additional cost.

The terms and pricing offered in this Amendment expire if this Amendment is not executed within sixty (60) days of the Amendment Effective Date.

12 Higher One is granting Customer an OD Extension/MPP Plus Discount in the amount of \$74,771 in annual customer fees contingent upon the extension of the term of the Agreement and the concurrent implementation and use of MPP Plus with SmartPay and OneDisburse Refund Management.

Higher One agrees to delay the payment due date for the Setup and Professional Service Fees until July 1, 2013.

Event		Payment Due Date	Amount
1	Annual Customer Fees	30 days following the Amendment Effective Date	\$0
2	Setup and Professional Service Fees	July 1, 2013	\$33,731
3			
			\$33,731

The terms and pricing offered in this Amendment expire if this Amendment is not executed within sixty (60) days of the Amendment Effective Date.

EXHIBIT F
SERVICE LEVEL AGREEMENT

Service Level Commitment. Higher One will use its best efforts to ensure 99.9% Availability (as defined below) of the Service. A failure by Higher One to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.9% Availability" means that the Service will be unavailable no more than 43 minutes (> .10%) in any calendar month, as determined by Higher One (excluding any period of unavailability described in Exception section below). The Service shall be deemed to be unavailable when Higher One's automated monitoring system is unable to access the web or database servers of the Service ("Unavailability").

Exceptions. Higher One's service level commitment does not cover any unavailability attributable to (1) Customer's use of the Service otherwise than in accordance with the Documentation or with user guides from time to time made available to Customer; (2) any data entered into the Service by Customer; (3) any event beyond the reasonable control of Higher One, including the malfunction or unavailability of any public Internet backbone or network or of any server or other equipment outside of Higher One's facility, or any failure of Customer's equipment or local access service, or (4) Scheduled Maintenance pursuant to Scheduled Maintenance section below.

Scheduled Maintenance. "Scheduled Maintenance" shall mean any maintenance performed during a standard maintenance window as determined by Higher One (a) of which Customer is notified 24 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by Higher One (telephone, email, fax or pager.) Higher One's standard Scheduled Maintenance window is between the hours of 1AM and 4AM Central Time. Customer shall be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The Service shall not be deemed unavailable during Scheduled Maintenance.

Service Credit Remedy. If Higher One determines, in its reasonable judgment, that the Service did not attain 99.9% Availability during any calendar month, Higher One will credit Customer's account the pro-rated annual customer fee(s) for one day's service. Customer is entitled to a further credit, equal to the pro-rated annual customer fee(s) for one day's service, for each additional 43 minutes that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single day's instance of Unavailability. All service credit requests must be in writing and emailed directly to Higher One's accounting department within ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the annual customer fee(s). Customers with multiple instances of Services will not receive more than one credit for any instance of unavailability. Eligibility for any credits is subject to Customer's account being current and with no outstanding balances due. **THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE OR ANY FAILURE BY HIGHER ONE TO MEET THE SERVICE LEVEL COMMITMENT.**

EXHIBIT G
PRIVACY AND SECURITY STATEMENT

The purposes of this statement are (1) to provide Customer with the assurances required by the Gramm-Leach-Bliley Act ("GLBA") and the Standards for Safeguarding Customer Information issued by the Federal Trade Commission (the "Safeguard Rule"); and (2) to provide Customer with assurances that Higher One complies with the Payment Card Industry Data Security Standard, as developed by MasterCard International and Visa ("PCIDSS"). In this exhibit, the term "Customer Information" means (i.) Customer Data, as defined herein, (ii.) "customer information" as defined in the Safeguard Rule (collectively, "Customer Information"), and (iii.) individual cardholder data which Higher One obtains from Customer, or receives or creates on behalf of Customer. This exhibit is made a part of the Higher One, Inc. Master Services Agreement (this "Agreement"), provided that in the event of any conflict between them this exhibit shall take precedence.

1. Privacy of Customer Information. Higher One shall not use or disclose Customer Information except:
 - a. As contemplated by this Agreement;
 - b. As required by law;
 - c. For purposes of conducting its business functions necessary for the provision of services to Customer under this Agreement;
 - d. To assist Customer officials and law enforcement agencies investigating credit card fraud and similar activities;
 - e. As otherwise authorized by Customer in writing.

2. Security of Customer Information.

Throughout the term of this Agreement, Higher One will implement and maintain appropriate safeguards, as that term is used in §314.4(d) of the Safeguard Rule, for all Customer Information, and will comply with the PCIDSS.

3. Termination

Upon written request by Customer within ninety (90) days of the effective date of termination of this Agreement, Higher One shall make available to Customer a file of Customer Data. After such ninety (90) day period, Higher One shall have no obligation to maintain or provide any Customer Data, and may destroy Customer Data. If Higher One maintains any Customer Data, it will extend the protections of this exhibit to Customer Information for as long as maintains it.

4. Limitation

This exhibit does not apply to customer information that Higher One obtains directly from a customer through the CASHNet SmartPay or other banking services. Such information is not Customer Data. It is Higher One data, which Higher One holds as a financial institution subject to the Safeguard Rule and the PCIDSS.

EXHIBIT H
SMARTPAY MERCHANT PARTICIPATION AGREEMENT

This SmartPay Merchant Participation Agreement is in connection with this Amendment #1 to the Services Agreement (this "Amendment") entered into by and between Higher One, Inc., a Delaware corporation ("Vendor") and Solano Community College (the "Customer") dated March 1, 2013. In the event of any conflict between this SmartPay Merchant Participation Agreement and this Amendment, this SmartPay Merchant Participation Agreement shall take precedence. The purpose of this SmartPay Merchant Participation Agreement is to comply with MasterCard International and VISA, USA requirements that Customer be a signatory to a merchant agreement for credit card processing ("SmartPay Merchant Participation Agreement") with Global Payments Direct, Inc. ("Global Direct") and Comerica Bank ("Member").

Customer, through its relationship with Vendor, agrees to comply with and be bound by the rules and regulations of Visa, MasterCard and any other card association or network organization related to cardholder and transaction information security, including without limitation, Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, which may be modified from time to time. Customer will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Customer.

Customer may elect to accept credit cards or debit/prepaid cards or both. Global Direct and Member will fund the daily card transactions from Vendor's SMARTPAY system to the designated depository account which will include the Customer's name. Vendor will transfer fully settled funds to the Customer's pre-determined financial Institution on a regular basis.

As relating to this SmartPay Merchant Participation Agreement, Customer, either by itself or through a third party, shall adequately display the card issuer service marks supplied by Global Direct or Vendor and Customer shall cease to use or display such service marks upon termination of this SmartPay Merchant Participation Agreement.

Customer represents and warrants that no one other than Customer has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Customer hereby assigns to Member and Global Direct all of its right, title, and interest in and to all funds payable by the applicable card association or network organization ("Interchange Fees") in connection with the transactions submitted hereunder and agrees that Member and Global Direct have the sole right to receive payment from the applicable card association or network organization in connection with such transactions.

If a cardholder disputes a transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has reason to believe a transaction is unauthorized or is otherwise unacceptable, the amount of such transaction may be charged back and debited from Customer.

Neither Member nor Global Direct shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability of Global Direct and Member for any loss arising out of or relating in any way to this SmartPay Merchant Participation Agreement, the unavailability or malfunction of the Services, personal injury, or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the greatest one (1) month's charge paid by Customer's agent hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Vendor's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this SmartPay Merchant Participation Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this SmartPay Merchant Participation Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Customer's exclusive remedy. Under no circumstances shall Global Direct or Member be liable for any lost profits, lost interest, or for special, consequential, punitive or exemplary damages arising out of or relating in any way to this SmartPay Merchant Participation Agreement, including but not limited to, damages arising out of placement of a Customer's name on any terminated merchant list for any reason, even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct or Member be liable for any settlement amounts pertaining to Switched Transactions; Customer's recourse therefore shall be to the applicable card issuer. Notwithstanding anything to the contrary contained herein, Global Direct and Member shall be jointly and severally liable for any lost profits, lost interest or for special, consequential, punitive or exemplary damages arising out of or relating to the SmartPay Merchant Participation Agreement caused as the result of any gross negligence or fraud.

With the exception of gross negligence and willful misconduct, it is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Services Agreement which is not reported in writing to Global Direct by Merchant within 120 days of such failure to perform. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

Nothing in this SmartPay Merchant Participation Agreement shall be construed to amend the rights or remedies Vendor and Customer have against each other under this Amendment.

Acknowledged and Accepted:

CUSTOMER

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address: 4000 Suisun Valley Road
Fairfield, CA 94534

<p>For Office Use Only</p> <p>Customer Number: _____</p> <p>DBA Name: _____</p> <p>ABA Routing: _____</p> <p>DDA Account: _____</p>
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EXHIBIT I
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

[Attached separately]

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

TO: Members of the Governing Board

**SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE**

REQUESTED ACTION: APPROVAL

SUMMARY:

During the spring semester 2013 in the month of February 2013, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

*Government Code Title V, Chapter 6, Subchapter 2, beginning with §55100 Board Policy 6100
Estimated Fiscal Impact: N/A*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the spring 2013 semester in the month of February, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

NEW COURSES

COURSE MODIFICATIONS

- (CP13-07) NURS 050A Fundamentals of Nursing – Requisites, textbooks
- (CP13-08) NURS 050B Basic Human Needs – Requisites, textbooks
- (CP13-09) NURS 054 Maternal-Child Nursing – Requisites, textbooks
- (CP13-10) NURS 055 Nursing of Adults I – Requisites, textbooks
- (CP13-11) NURS 060 Nursing of Adults II/Medical-Surgical Nursing – Requisites, textbooks
- (CP13-12) NURS 063 Advanced Medical Surgical and Community Nursing – Requisites, textbooks
- (CP13-14) NURS 159 Career Mobility Transition Requisites, textbooks
- (CP12-193) ESL 006 ESL Composition Skills Repeatability (remove), Description, Assessments, Content, Textbooks
- (CP12-199) ESL 373 ESL Basic Oral Communication Skills – Objectives, Content, Textbooks
- (CP12-200) ESL 374 Fundamentals of ESL Grammar – Title, Objectives, Content, Textbooks
- (CP13-18) FREN 001 First Semester French – Drop lab, Textbooks
- (CP13-19) FREN 002 Second Semester French – Drop lab, Textbooks
- (CP13-20) FREN 003 Third Semester French – Drop lab, prerequisites, textbooks
- (CP13-21) FREN 004 Fourth Semester French – Drop lab, Prerequisites, Textbooks
- (CP13-22) FREN 011 Conversational French – Assessments, Textbooks
- (CP13-23) FREN 012 Intermediate French Conversation – Prerequisites, Textbooks
- (CP13-24) FREN 031 First Semester French, Part 1 – Drop lab, Textbooks
- (CP13-25) FREN 032 First Semester French, Part 2 – Drop lab, Prerequisites, Textbooks
- (CP13-26) GRMN 001 First Semester German – Drop lab, Content, Textbooks
- (CP13-27) GRMN 002 Second Semester German – Drop lab, Prerequisites, Content, Textbooks
- (CP13-28) GRMN 003 Third Semester German – Drop lab, Prerequisites, Textbooks
- (CP13-29) GRMN 004 Fourth Semester German – Drop lab, Prerequisites, Textbooks
- (CP13-30) GRMN 011 Conversational German – Prerequisites, Textbooks
- (CP13-31) GRMN 012 Intermediate German Conversation – Prerequisites, Textbooks
- (CP13-32) ITAL 031 First Semester Italian, Part I – Drop lab, Textbooks
- (CP13-33) ITAL 032 First Semester Italian, Part 2 – Drop lab, Prerequisites, Textbooks
- (CP13-34) ITAL 033 Second Semester Italian, Part I – Drop lab, Prerequisites, Textbooks
- (CP13-35) ITAL 034 Second Semester Italian, Part 2 – Drop lab, Prerequisites, Textbooks
- (CP13-36) JAPN 101 Conversational Japanese – Assessments, Textbooks
- (CP13-37) JAPN 102 Conversational Japanese – Prerequisites, Textbooks

Program Deletions

- (CP13-38) Life Management AS Degree
- (CP13-39) Life Management Certificate

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING ON SOLANO COLLEGE FACULTY
ASSOCIATION'S INITIAL PROPOSAL TO SOLANO
COMMUNITY COLLEGE FOR THE SOLANO COLLEGE
CHAPTER CCA/CTA/NEA 2012-2015 COLLECTIVE
BARGAINING AGREEMENT**

REQUESTED ACTION: HOLD PUBLIC HEARING

SUMMARY:

At the Board meeting on February 20, 2013, the Governing Board accepted the Association's initial proposal for the purpose of public notice ("sunshining") Article 18--Association Rights; Article 19--Workload; and Article 20--Salaries (related to Middle College) as is required under the Educational Employment Rights Act ("EERA") prior to collective bargaining for the Solano College Chapter CCA/CTA/NEA 2012-2015 collective bargaining 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: Unknown

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

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

TELEPHONE NUMBER

Faculty Association

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSAL

SUMMARY:

At the Board meeting on February 20, 2013, the Governing Board accepted SCC District's initial proposal to the Solano College Chapter CCA/CTA/NEA 2012-2015 collective bargaining 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: Unknown

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

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

February 22, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: SECOND READING – SOLANO COMMUNITY COLLEGE
CODE OF ETHICS POLICY NO. 4100 - NEW

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The ACCJC Evaluation Team visited Solano Community College October 24 – 27, 2011, and again November 13, 2012. The Commission acted to issue Warning and to continue that Warning respectively, and to ask that Solano Community College correct noted deficiencies. One deficiency was identified in Recommendation #9 - In order to meet the standard, the team recommends that the College develop a clear, written code of ethics for all its personnel. (ACCJC Standard III.A.1.d)

New Policy No. 4100 has been reviewed by the Superintendent-President's Cabinet and properly vetted through the Academic Senate, Shared Governance Council, Board Policies and Procedures Adhoc Subcommittee, as well as the campus community.

Approval is requested at this time.

*Government Code: ACCJC Recommendation #9
CEO 2012-2013 Goals: #1
BOT 2012-2013 Goals: #4*

Board Policy: 4100

Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

February 22, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**


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

February 22, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

CODE OF ETHICS

4100

POLICY: *Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. The College accomplishes this three-fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students. To accomplish this, we are committed to sustaining a positive, healthy and respectful environment. The Code of Ethics serves to articulate values, characteristics, and expectations that everyone is expected to embody and promote: Each employee of Solano Community College shall:*

1. *Abide by all legal obligations to include state and federal law and College policies.*
2. *Treat each other with uncompromising integrity, dignity, respect, and fairness.*
3. *Respect privacy and confidentiality.*
4. *Act with transparency and be mindful of conflicts of interest.*
5. *Maintain a safe and secure work environment.*
6. *Recognize the College's responsibility to all citizens of the District to provide an educational program of the highest quality.*
7. *Use technology resources and social networks professionally and responsibly.*
8. *Conduct ourselves in a spirit of collegiality and civility.*

REFERENCES/

AUTHORITY: Accreditation Standards III.A.1.d

BP4100

ADOPTED: xxxxxxxxxxxx

AGENDA ITEM 9.(d)
MEETING DATE March 6, 2012

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

TO: Members of the Governing Board

**SUBJECT: MEASURE G BOND FINANCIAL AND PERFORMANCE
AUDIT FOR 2011-2012**

REQUESTED ACTION: ACCEPTANCE

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

- (a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
- (b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Board acceptance is requested for the 2011-2012 Measure G Bond financial and performance audits. The Board Audit Subcommittee met with District staff to review the audit.

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

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

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

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

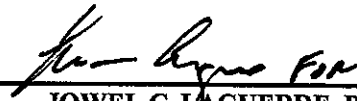
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
**SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH
COMPASS GROUP USA, INC., FOR CANTEEN VENDING
SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the attached agreement between Solano Community College District (SCCD) and Compass Group USA, Inc., by and through its Canteen Vending Services Division (Canteen).

SCCD's previous vending vendor, Freco, was not providing quality service to our campus community. Their products were often expired due to the lack of sales. Some vending machines frequently malfunctioned, leaving customers frustrated. Their equipment was made in the 1980s and did not accept newer paper bills or credit cards. Freco did not regard faculty, staff, and/or student requests to provide healthier snacks. Itemized profit and loss reports were not being reported to ASSC timely, and commission checks were not being sent regularly. As a result of this poor service and when the contract with Freco expired, ASSC sought out and spoke to a number of vending contractors and selected Canteen as the preferred vendor. Canteen took over at the end of November 2012 in anticipation of spring semester activities. Benefits of the Vending Services contract include a \$2K signing bonus, a \$2K annual scholarship donation, monthly reports, 20% commission on all products, and modernized machines that take credit cards and provide healthier snacks.

The agreement is attached, and staff will be present to answer questions.

Government Code: N/A *Board Policy: 3225* *Estimated Fiscal Impact: \$*

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Mostafa Ghous, Director
Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7168


TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

VENDING AGREEMENT

This VENDING AGREEMENT, as from time to time amended (**Agreement**), is entered into between the undersigned client (**Client**), and Compass Group USA, Inc., by and through its Canteen Vending Services Division (**Canteen**), who, in consideration of the promises contained herein, agree as follows:

1. **CANTEEN RESPONSIBILITIES.** Client grants to Canteen, as an independent contractor, the exclusive right to provide and install vending and other related equipment (**Equipment**) to dispense food and sundry products supplied by Canteen (**Products**) at the sites and facilities described on the signature page (**Premises**). Canteen will install, maintain, and service the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws. Client has no right, title, or interest to Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Canteen on the Premises. Client shall not operate, remove, or tamper with such Equipment, Products, or other property. Client shall be responsible for any damage to the Equipment caused by the willful or negligent acts or omissions of Client, its agents, or employees. In the event that a piece of Equipment is not generating an appropriate volume of Net Sales, Canteen may, at its sole discretion, remove such piece of Equipment.
2. **CLIENT RESPONSIBILITIES.** The Client will furnish Canteen with the necessary space, trash removal, extermination services, and utilities to permit the sanitary operation of the services. Client will maintain and service the areas around the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws. Client will provide Canteen Employees the necessary access (and if required, necessary security access) and sufficient time to properly service and maintain the Equipment.
3. **PAYMENT TERMS.** Intentionally omitted.
4. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, any breach or default hereunder, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notification of an event giving rise to an indemnification claim must (a) be received by the indemnifying party no later than ten (10) days after the party to be indemnified receives notice of the claim or lawsuit accompanied by copies of the summons, complaint, or other relevant documents relating to the claim or lawsuit; and (b) include a brief factual summary of the damage and cause thereof. Indemnification hereunder is expressly subject to, and conditioned upon, compliance with the foregoing notice provisions.
5. **INSURANCE.** Canteen shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations) business automobile coverage, and workers' compensation (including employers' liability coverage). Client shall obtain and maintain insurance for the Premises against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.
6. **TERM.** Unless sooner terminated as provided in Section 7 below, the term of this Agreement shall be for three (3) years beginning on the **Effective Date**, which is the date upon which Canteen begins Services set forth on the signature page and thereafter shall automatically renew for consecutive three (3) year terms, unless sooner terminated as provided herein.
7. **DEFAULT AND TERMINATION.** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within sixty (60) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such sixty (60) day period. Additionally, either party may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice to the other party.
8. **PROPRIETARY MARKS.** Client acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to Canteen or its affiliated and parent companies (collectively **Marks**) are proprietary Marks of Canteen, and Client will not use the Marks for any purpose except as expressly permitted in writing by Canteen. Upon termination of this Agreement, Client shall (a) immediately and permanently discontinue the use and display of any Marks, and make, or cause to be made, such changes to the Premises as Canteen shall reasonably direct so as to effectively distinguish the Premises from its former appearance (collectively **De-Image**); and (b) immediately remove and deliver to Canteen all goods bearing any Marks. If Client shall fail to De-Image the Premises within thirty (30) days of the termination date, then Canteen and its agents shall have

the right to enter the Premises and De-Image the Premises, without prejudice to Canteen's other rights and remedies.

9. **ASSIGNMENT.** Either party may assign or subcontract this Agreement to an affiliated business entity without the prior written consent of the other party. This Agreement shall be binding upon the parties' successors and assigns.

10. **FINANCIAL ARRANGEMENTS.** The financial arrangements are set forth on Exhibit A, which is attached hereto and incorporated herein by this reference.

11. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The parties shall comply with all federal, state and local laws as required including, but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

12. **ENTIRE AGREEMENT.** This Agreement, and the exhibit(s) attached hereto constitutes the entire agreement and understanding between the parties relating to the subject matter herein, and supersedes all other agreements between the parties with respect thereto. Except as otherwise noted, this Agreement may not be changed without a written amendment signed by an authorized representative of each party.

13. **NOTICES.** Unless otherwise stated, the parties shall be noticed at the addresses listed below, or to any other address as designated by one party upon notice to the other party. All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one (1) business day after deposit with an overnight courier; or (d) three (3) business days after deposit in the United States mail.

14. **INFORMATION TECHNOLOGY.** In connection with the services being provided hereunder, Canteen may need to operate certain information technology systems not owned by the Client (**Non-Client Systems**), which may need to interface with or connect to Client's networks, internet access, or information technology systems (**Client Systems**). Canteen shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Canteen serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Canteen will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (**Data Protection Rules**). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Canteen, at its own expense, the changes to the Client Systems that Canteen reasonably requests and believes are necessary or prudent to ensure Canteen's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

EFFECTIVE DATE: OCTOBER 26, 2012

CLIENT: SOLANO COMMUNITY COLLEGE

By: _____

Name: Yulian Ligioso

Title: Vice President of Business Services

Signature Date: _____

LOCATION OF CLIENT PREMISES:

1. 4000 SUISUN VALLEY ROAD, FAIRFIELD, CA 94534
(FAIRFIELD CAMPUS)
2. 545 COLUMBUS PARKWAY, VALLEJO, CA 94591
(VALLEJO CENTER)
3. 2001 N. VILLAGE CENTER, VACAVILLE, CA 95688
(VACAVILLE CENTER)

CLIENT NOTICE TO:

Name: Mostafa Ghous

Title: Director of Student Development

Principal Address: 4000 Suisun Valley Road, Fairfield, CA 94534

Tel: 707-864-7168

Fax: 707-646-2057

COMPASS GROUP USA, INC. BY AND THROUGH ITS CANTEEN VENDING SERVICES DIVISION

By: _____

Name: Chris Hulick
Title: Division President

Signature Date: _____

**CANTEEN NOTICE TO:
CANTEEN VENDING SERVICES (LOCAL DISTRICT)**

Name: Chris Hulick
Title: Division President
Address: 5000 Hopyard Road, Suite 322, Pleasanton, CA 94588
Phone: 925-847-1517
Fax: 925-847-3043

COPY OF NOTICE TO:
General Counsel and Secretary
2400 Yorkmont Road
Charlotte, North Carolina 28217
Facsimile: 704.328.7998

And

President
Canteen Vending Services Division
2400 Yorkmont Road
Charlotte, NC 28217
Facsimile: 704.424.5037

EXHIBIT A

FINANCIAL ARRANGEMENTS – COMMISSIONS

1. PRODUCT AND COMMISSION ARRANGEMENTS

Product	Initial Unit Selling Price	Commission Percentage
Mints	\$0.75	20%
Candy	\$1.25	20%
Large Chips	\$1.25	20%
Pastry	\$1.40	20%
Coffee/Hot Beverages, 10 oz.	\$1.25	20%
Food	\$1.00-\$3.75	0%

Commissions shall be computed monthly (based on Canteen's fiscal calendar) based upon Net Vending Sales on Client Premises. The report detailing Commissions due Client will accompany payment which shall be forwarded within ninety (90) days of month end. Costs of providing cashless payment options (e.g. credit and debit card readers) including, but not limited to wireless communications charges, bank or credit card fees, etc. shall be deducted from Client Commissions earned.

Net Vending Sales are defined as the reported units sold multiplied by the Initial Unit Selling Prices (excluding cold food machine sales) less applicable sales taxes, California Redemption Value (if applicable), returns, spoilage, and container deposits. Payments of Commissions will be made to Client at the Notice address herein or such other place as Client may from time to time designate to Canteen in writing.

The Commission Rate(s) and Prices are based, in part, on assumptions regarding population, hours of operation, other conditions, labor costs (including, but not limited to benefits and insurance), product costs, fuel costs, Federal, state, and local tax structure, any change in Federal, state or local law including regulatory or legislative mandates, and any other levy or tax that impacts Canteen's services (**Factors**). If there are changes in such Factors, Canteen may modify the Commission Rate(s) and/or prices, which shall be noted on commission statements and/or the remittance advice. Notwithstanding the foregoing, Product prices may be adjusted by Canteen annually at a rate equal to the then-current rate published for the Employment Cost Index. Canteen and Client will work together regarding the implementation of the price increases.

2. SIGNING BONUS

Upon execution of this Agreement, Canteen shall pay Client a signing bonus of Two Thousand Dollars (\$2,000) (**Signing Bonus**). Canteen shall internally depreciate the Signing Bonus over a period of three (3) years. In the event that this Agreement is terminated by either party for any reason prior to the full amortization of the Signing Bonus, Client is liable for and promises to pay to Canteen the remaining undepreciated amount of the Signing Bonus within ten (10) days following receipt of the termination notice.

3. ANNUAL SCHOLARSHIP

Each year for the term of this Agreement, Canteen will donate to Client an amount equal to Two Thousand Dollars (\$2,000), which shall be used as an Annual Scholarship.

4. ANNUAL SCHOLARSHIP

Each year for the term of this Agreement, Canteen will donate to Client an amount equal to Two Thousand Dollars (\$2,000), which shall be used as an Annual Scholarship.

AGENDA ITEM 10.(a)
MEETING DATE March 6, 2013

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

TO: Members of the Governing Board
**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND ADCAMP, INC.**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

An agreement between Solano Community College District and ADCAMP to place advertising kiosks on the College campus is being presented to the Governing Board for approval.

ADCAMP will pay \$50.00 for each kiosk each month commencing three (3) months after the date in which the kiosk is first installed, until the expiration of this agreement. The term is for five years (5) from the installation date of May 11, 2013, and shall terminate on May 10, 2018.

A copy of the agreement will be available in the Office of the Superintendent-President and the Office of the Vice President of Finance and Administration.

*Government Code N/A Board Policy 3520 Estimated Fiscal Impact: \$50 per month per kiosk
CEO 2012-13 Goal #5*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dr. Jeffrey Lamb, Interim Dean
School of Liberal Arts

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7250

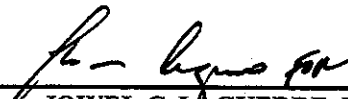
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

LICENSE TO USE AGREEMENT

This license to use agreement ("Agreement") is made and entered into this 6th day of March, 2013 by and between SOLANO COMMUNITY COLLEGE ("COLLEGE") and ADCAMP, INC., a California Corporation ("ADCAMP").

RECITALS

WHEREAS, COLLEGE and ADCAMP wish to enter into this license to use agreement to permit ADCAMP to place specified number of advertising kiosks on the COLLEGE campus, in return for which, ADCAMP shall pay a License Fee to COLLEGE for such license.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

- 1.0 **Term and Installation Date:** The license to use is granted for an initial term ("Term") of five (5) years from the installation date of May 11, 2013, and shall terminate on May 10, 2018 ("Initial Termination Date").
- 2.1 **License Fee:** ADCAMP agrees to pay COLLEGE \$50.00 for each kiosk installed on the Premises, each month commencing three (3) months after the date on which the kiosk is first installed on the Premises ("Installation Date"), in order to allow ADCAMP sufficient time to attempt to sell advertising space on the kiosk until the expiration of this Agreement.
- 2.2 **Fee Due Date:** All fees due under this Agreement shall be paid no later than the 7th day of each month by check made out to The Tempest, in care of the Solano Community College District, and mailed to:

The Tempest
c/o Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
- 3.1 **Right to Terminate:** Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party.
- 3.2 **Rights Upon Termination:** Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
- 4.0 **Notice:** All notices, demands, requests, and exercises under this Agreement by either party shall be hand delivered or sent by United States Mail registered or certified,

postage prepaid, addressed to the other party as follows:

ADCAMP, INC.
8075 West 3rd St.
Suite 404
Los Angeles, CA 90048
Facsimile No. (310) 388-5883

SOLANO COMMUNITY COLLEGE
4000 Suisun Valley Road
Fairfield, CA 94534
Facsimile No. (707) [REDACTED]

Notices, demands, requests, and exercises served in this manner shall be considered sufficiently given or served for all purposes under this option at the time the notice, demand, or request is hand-delivered or when postmarked to the addresses shown.

These addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of this notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- 5.1 **Number of Kiosks:** ADCAMP shall install four (4) of kiosks on the COLLEGE campus in Fairfield, at no cost to COLLEGE.
- 5.2 **Cost of Kiosks:** Each kiosk shall be constructed, installed and maintained at ADCAMP's expense, subject to the terms set forth in Paragraph 6.2 below.
- 5.3 **Location of Kiosks:** Each kiosk shall be installed at agreed-upon locations on the COLLEGE campus, as indicated with a "X" on the COLLEGE campus map, attached hereto as Exhibit "A". Such campus map substantially emulates the Premises.
- 5.4 **Description of Kiosks:** There are different kiosk options available, each such kiosk having two (2) to three (3) display sides of equal sizes, and some with suitable storage for campus publications, including some with shelving for such publications.
- 5.5 **Space Reserved for COLLEGE:** If COLLEGE chooses a kiosk with shelves, each shelf of such kiosk shall be dedicated to COLLEGE use for the storage and distribution of COLLEGE publications. Moreover, for any 3-sided kiosk, one (1) display side of such kiosk shall be dedicated to COLLEGE use for the display of COLLEGE-related notices and advertisements, subject to the limitations in Paragraph 5.7 below. COLLEGE shall be solely responsible for maintaining the content and appearance of all slots and each display side dedicated to COLLEGE use.

- 5.6 Prohibited Materials to ADCAMP:** COLLEGE has furnished ADCAMP with a list of subject matters to which COLLEGE objects for its commercial advertising. ADCAMP agrees to refrain from displaying any materials containing such prohibited subject matters, which are listed in Exhibit "B" attached hereto. The COLLEGE, with ADCAMP'S written approval, may from time to time add to this list by providing written notice to ADCAMP.
- 5.7 ADCAMP's Right to Determine Use of Display Space:** ADCAMP in its sole discretion shall have the right to determine which display side of each kiosk is to be dedicated to COLLEGE use. The remaining display side/s shall be used by ADCAMP for display of commercial advertising. ADCAMP will specifically instruct COLLEGE which display side on each kiosk is dedicated for COLLEGE use. At no time shall COLLEGE infringe on, post or display any information or materials on the display sides dedicated to ADCAMP's use. Display sides dedicated for ADCAMP's use shall solely contain commercial advertising specifically provided and approved by ADCAMP.
- 5.8 Prohibited Materials to COLLEGE:** COLLEGE agrees that each display side dedicated to COLLEGE use shall display only COLLEGE related notices and information.
- 6.1 Operation of Kiosks:** In installing, maintaining, operating and removing the kiosks, ADCAMP shall take all reasonable measures so as to not interfere with the operation of any classes, programs and activities sponsored by COLLEGE.
- 6.2 Maintenance:** ADCAMP shall maintain each kiosk in clean and working order at its own cost and expense. .
- 6.3 ADCAMP's Property:** Each kiosk installed by ADCAMP shall always remain and be deemed to be the property of ADCAMP and shall at no time be deemed to be a fixture or the property belonging to any other entity or person unless otherwise agreed to in writing by ADCAMP or unless ADCAMP has abandoned the kiosks.
- 7.0 Insurance:** ADCAMP shall carry and maintain during the entire term of this agreement a policy of comprehensive liability insurance in the amount not less than \$1,000,000 per occurrence, to protect it from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the license whether such operations are by ADCAMP or anyone directly or indirectly employed by it. ADCAMP shall be required to file with COLLEGE certificates of such insurance or evidence of an adequate self-insurance program naming COLLEGE and/or the district as additional insureds.
- 8.0 Indemnification:** Notwithstanding the COLLEGE's assumption of risk of damage, injury or death to any person, property in, or about the kiosks from any cause other than the negligence or willful act of ADCAMP, ADCAMP agrees to defend, indemnify and

hold harmless COLLEGE and each of its officers, employees, and affiliates from and against any and all claims, damages, demands, losses, obligations, judgments and liabilities (including, without limitation, reasonable attorneys' fees and expenses) in any way arising out of or in connection with this Agreement, except to the extent the same shall arise as a result of the negligence or willful misconduct of COLLEGE.

- 9.0 No Partnership/Joint Venture:** Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the parties hereto.
- 10.0 Taxes and Other Governmental Charges:** COLLEGE shall pay all real property taxes and assessments, whether general, special, ordinary, extraordinary or otherwise levied on or assessed against its premises. At no time shall ADCAMP be required to make any payments to COLLEGE, for or on COLLEGE' behalf, other than those expressly indicated in this Agreement.
- 11.0 Waivers:** No waiver of any breach of a provision in this Agreement shall be deemed a waiver of any other provision. No waiver shall be valid unless in writing and executed by the waiving party.
- 12.0 Integration:** This Agreement contains the entire agreement between the parties respecting the matter set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting these matters.
- 13.0 Partial Invalidity:** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 14.0 Amendments:** This Agreement may not be amended or altered except through a writing signed by both parties.
- 15.0 Enforceability and Authority:** The COLLEGE has the corporate power and authority to own its Premises and to transact the business in which it is engaged and to execute, deliver and perform this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 16.0 Default:** COLLEGE will be in default under this Agreement if it fails for ten (10) days following receipt of written notice from ADCAMP specifying the nature of COLLEGE's breach of the Agreement, to cure such breach, if it is curable, or to institute and pursue

reasonable corrective or ameliorative acts for incurable breaches.

ADCAMP will be deemed in default under this Agreement if it fails for ten (10) days following receipt of written notice from COLLEGE specifying the nature of ADCAMP's breach of the Agreement, to cure such breach, if it is curable, or to institute and pursue reasonable corrective or ameliorative acts for incurable breaches.

- 17.0 Exclusivity:** During the entire term of this Agreement, COLLEGE agrees not to enter in to any agreement with any other person or entity for the installation of advertising kiosks or displays of any similar nature, including digital signage panels, whereby the material displayed on such kiosks or displays would be competing with those contemplated by this Agreement.
- 18.0 Confidentiality:** To the extent permitted by law, this Agreement and its terms and conditions shall not be confidential and shall be disclosed to third parties upon request.
- 19.0 Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.
- 20.0 Governing Law; Binding Arbitration; Venue:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The parties to this Agreement agree that all disputes, claims and controversies between them concerning the interpretation or enforcement of this Agreement, or any other matter arising out of or relating to this Agreement, shall be referred to binding arbitration and conducted pursuant to the Rules of Commercial Arbitration of the Judicial Arbitration Mediation Services (JAMS/ENDISPUTE). Each party to this Agreement acknowledges and agrees that for the purposes of this Agreement only, it has sufficient contacts with the County of Sacramento California, to warrant the imposition of jurisdiction over it by a California state or federal court sitting in the City and County of Sacramento, California if a petition to confirm an arbitration award or other legal relief to effectuate this agreement is required. Each party to this agreement further acknowledges and agrees that the venue for any such dispute resolution process shall be Sacramento, California.
- 21.0 Litigation Costs:** Except as specified in Paragraph 8 above, if any action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement, or to cause an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. "Prevailing party" shall include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) the party that receives performance from the other party of an alleged breach or covenant or a desired remedy where this is substantially equal to the relief sought in an action; or (iii) the party

determined to be the prevailing party by a court of law, or a duly appointed arbitrator.

22.0 Benefit of Counsel; Informed Review: Each party to this Agreement acknowledges and represents to each of the other parties to this agreement that: (a) the provisions of this Agreement and their legal effect have been fully explained to it by his its own counsel; (b) it has received independent legal advice from counsel of his or its own selection; (c) it fully understands the facts and has been fully informed as to his or its legal rights and obligations under this Agreement; (d) this Agreement is being entered into and signed by it knowingly, freely, and voluntarily, after having received such legal advice and with such knowledge; and (e) the execution and delivery of this Agreement by it is not the result of any duress or undue influence. BY EXECUTING THIS AGREEMEENT, EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND REPRESENTS TO THE OTHER PARTY TO THIS AGREEMENT THAT IT HAS READ THE ENTIRE AGREEMENT.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first written above.

ADCAMP

By: _____

Daniel Zusman, President
on behalf of ADCAMP, a California corporation

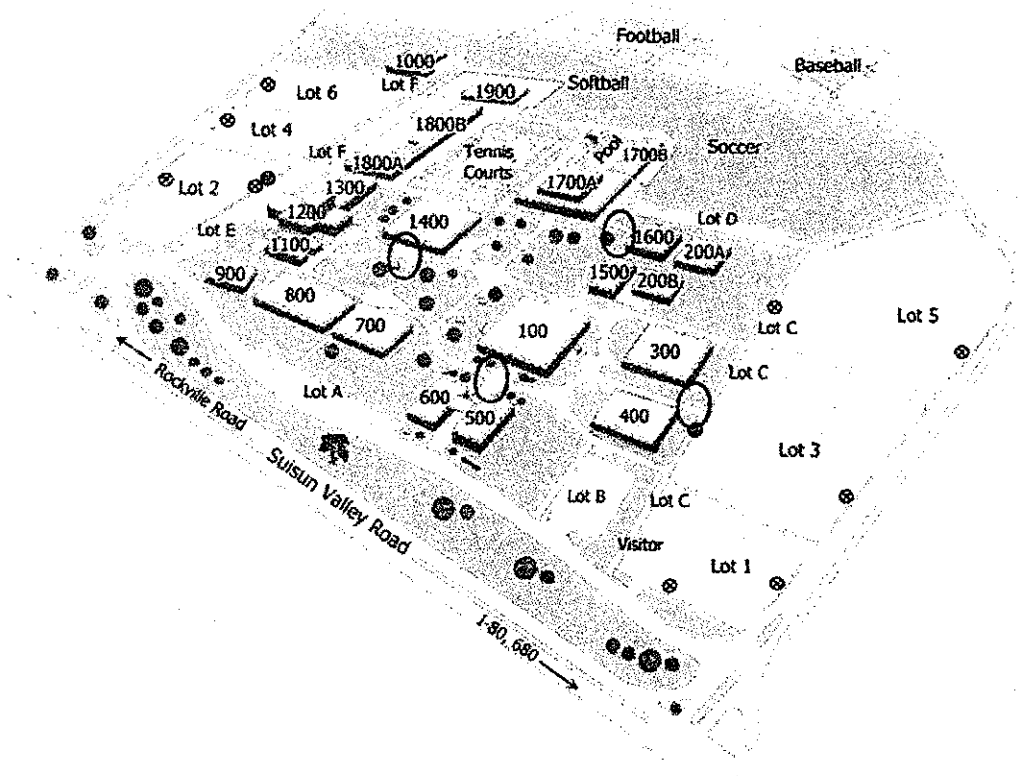
SOLANO COMMUNITY COLLEGE

By: _____

Name: _____ Title: _____
on behalf of SOLANO COMMUNITY COLLEGE

Exhibit A

SOLANO COMMUNITY COLLEGE
CAMPUS MAP



Location 1: Cosmetology/Fine Arts

Location 3: Student Union

Location 2: Business

Location 4: Student Services

Exhibit B

At no time shall ADCAMP advertise products or services relating to the following products:

- Tobacco
- Alcohol
- Weapons
- Sexually explicit material
- Racist material

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: INTENSIVE SPANISH LANGUAGE WORKSHOPS FOR TRAVIS AIR FORCE BASE MOBILITY SUPPORT ADVISORY SQUADRON (MSAS) PERSONNEL
REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College District Contract Education will provide a series of intensive Spanish Language workshops developed to provide Mobility Support Advisory Squadron (MSAS) personnel with the language skills they need to be successful in missions in Spanish speaking countries. This item is being presented to the Governing Board for information.

Each workshop will serve 6-8 students and will offer 150 hours of instruction in 5 week blocks, the schedule to be executed as best benefits MSAS. Each workshop will be delivered for \$23,600.00. The cost is inclusive for instruction, all books and on-line access to instructional materials.

We will offer three levels of instruction as follows:

- MSAS Spanish 100: Intensive introductory workshop for members with little to no language background/formal education (DLPT 0/0).
- MSAS Spanish 102: Intensive workshop for members who have had previous education or exposure (DLPT 1/1 level).
- MSAS Spanish 103: Intensive workshop for members at DLPT 2/2 level.

Training/instruction will be on-going, beginning with one each of the workshops detailed above.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$70,800 revenue
CEO 2012-13 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce Training Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS


707-864-7195

TELEPHONE NUMBER

Academic and Student Affairs
ORGANIZATION

February 22, 2013

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


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

February 22, 2013
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: REPORT ON THE STATUS OF SOLANO COMMUNITY
COLLEGE EMPLOYEE EVALUATIONS**

REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Charo Albarrán, Interim Director, Human Resources, will provide an update to the Governing Board on the status of employee evaluations.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197


ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

February 22, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING – STANDARDS FOR PROBATION AND
DISMISSAL, POLICY NO. 5100 - REVISED**

REQUESTED ACTION: INFORMATION

SUMMARY:

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

Revised Policy No. 5100, Standards for Probation and Dismissal, has been reviewed by the Superintendent-President's Cabinet, Board Policies and Procedures Adhoc Subcommittee, and properly vetted through the Shared Governance Council.

Board Procedures No. 5100 are provided for informational purposes only.

This item will return to the Board for approval at the March 20, 2013, meeting.

Government Code: N/A *Board Policy: 5100* *Estimated Fiscal Impact: N/A*
BOE 2012-2013 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 22, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 22, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

STANDARDS FOR PROBATION AND ~~DISQUALIFICATION~~ *DISMISSAL* 5100

POLICY: Students failing to maintain an acceptable standard academic achievement shall be placed on academic probation, progress probation, *academic dismissal* or be ~~disqualified~~ *progress dismissal*.

~~For purposes of probation and dismissal, semesters shall be considered consecutive, not in their calendar order of succession, but in the order in which a student enrolls in them. The semester in which performance causes one to be placed on probation is the first probationary semester.~~

For purposes of probation and dismissal, only consecutive, primary semesters are counted. The semester in which a student's performance causes them to be placed on probation is the first probationary semester. Summer is not a primary semester.

Academic Probation

A. Placement on Academic Probation

A student shall be placed on academic probation for ~~one (1) or more~~ of the following reasons:

1. A student has attempted at least 12 total semester units and has achieved a cumulative grade point average (*g.p.a.*) of less than 2.0.
- ~~2. A student is readmitted to college after academic disqualification.~~

B. Removal from Academic Probation

A student on academic probation is removed when his/her cumulative GPA *g.p.a.* is 2.0 or higher.

Progress Probation

A. Placement on Progress Probation

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

STANDARDS FOR PROBATION AND DISQUALIFICATION (Continued)

5100

A student shall be placed on progress probation for the following reason:

1. A student has enrolled in a total of *attempted* at least 12 *total* semester units and received transcript entries of "W", "I", or "NC" "*NP*" for *representing* 50% or more of all units attempted.
- B. Removal from Progress Probation

A student will be removed from progress probation when the student has received transcript entries of "W", "I", or "NC" "*NP*" for less than 50% of all units attempted.

Academic Disqualification *Dismissal*

~~Academic Disqualification may result in dismissal. Dismissal prohibits the student from enrolling until one academic *primary* semester has passed and the student has met with a counselor and/or attended a probation/dismissal workshop.~~

~~A. Placement on Academic Disqualification-*Dismissal*~~

~~A student will be academically disqualified *Dismissed* for one or more of the following reasons:~~

- ~~1. A probationary student's cumulative grade point average at Solano Community College remains below 2.0 for three consecutive semesters.~~
1. *A student achieves a cumulative average g.p.a. of less than 2.0 for three consecutive primary semesters.*
2. A probationary student receives 50% or more of transcript entries as W, I, or NC "*NP*" for three consecutive, *primary* semesters.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND DISQUALIFICATION (Continued)

5100

~~3. A student achieves a semester grade point average of less than 2.0 for three consecutive semesters.~~

B. Removal from Academic Disqualification
Dismissal

A student will be removed from academic disqualification *Dismissal* for any of the following reasons (unless any condition in A. above continues to exist):

1. *A student's cumulative g.p.a. is 2.0 or better and a student's transcript entries of "W", "I", or "NP" are less than 50% of all units attempted.*

~~2. Satisfactory Progress After Disqualification~~

~~A student who meets the requirements for readmission after disqualification and achieves a semester GPA of 2.25 or greater, but does not have an overall cumulative GPA of 2.00 or greater, shall remain on academic probation until the cumulative GPA is 2.00 or better. (This condition only overrides A.1 above.)~~

~~3. A student's cumulative GPA is 2.0 or better.~~

~~4. A student's transcript entries of "W", "I", or "NC" are less than 50% of all units attempted.~~

2. *Satisfactory Progress After Dismissal:*

A student who meets the requirements for readmissions after dismissal and achieves a semester g.p.a. of 2.25 or greater, but does not have an overall cumulative g.p.a. of 2.0 or greater, shall remain on academic probation until the cumulative g.p.a. is 2.0 or better. (This condition only overrides A.1. above.)

If semester g.p.a. falls below 2.25 and/or student qualifies for progress probation, student will be academically and/or progress dismissed.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND DISQUALIFICATION (Continued)

5100

Appeals

Students who are dismissed may file an appeal to contest the requirement of sitting out a primary semester with the Executive Vice President of Academic and Student Affairs or designee if extenuating circumstances exist which caused the substandard grades. To appeal, students complete the Readmit after Dismissal petition and indicate on it that they are appealing the requirement of sitting out a primary semester.

REFERENCES/
AUTHORITY:

California Code of Regulations, Title 5, Sections 55754,
55756-55030-55034

California Education Code Section 70902(b) (3)

ADOPTED:

July 17, 1996

REVISED:

February 7, 2001, xxxxxx

SOLANO COMMUNITY COLLEGE DISTRICT

STUDENT SERVICES PROCEDURES

STANDARDS FOR PROBATION AND DISQUALIFICATION *DISMISSAL* Policy #5100

I. PROCEDURES

- 1) Students will be placed on Academic Probation when *once* the total units in which *enrolled are 12 or more and for which* grades of A, B, C, D and F were received at Solano Community College *calculate to a cumulative grade point average (g.p.a.) of less than 2.0.* ~~is 12 or more and the calculated grade point average is less than 2.0 for either the semester or cumulative G.P.A.~~
- 2) Students will be placed on Progress Probation when *once* the total units enrolled is *are* 12 or more and for which entries of I, W, or NP (no pass) equals or exceeds 50%.

(For purposes of Progress Probation, transcript entries of A, B, C, D, F, W, I, P and NP (no pass) are counted for units enrolled.)
- 3) Students placed on probation will be notified *via U.S. mail and/or Solano College e-mail on the student grade report.* ~~Students that are disqualified will be notified by the Office of Admissions and Records Office.~~
- 4) The students on probation should see a counselor *and may be required to attend a probation/dismissal workshop* to review academic standards for maintaining satisfactory progress.
- 5) *Students will be dismissed for one or more of the following reasons:*
 - a) *A probationary student's cumulative g.p.a. at Solano Community College remains below 2.0 for three consecutive semesters.*
 - b) *A probationary student receives 50% or more of transcript entries as W, I, or NP for three consecutive semesters.*
- 6) ~~Students who are dismissed for poor academic achievements must petition the Academic Council for readmission. A petition may be filed if extenuating circumstances exist which caused the substandard grades, or the student must remain out of school for one semester including a summer session. *wish to seek Readmission after Dismissal must submit a completed Readmit after Dismissal petition. The petition requires the student to meet with a counselor who will review academic standards with the student and recommend readmission after the student has been on dismissal for a primary semester.*~~

Summer is not a primary semester. Dismissed students may not attend summer if they have not sat out spring and are not permitted to count summer as the semester they sat out.

Students should petition to be readmitted into a particular semester well in advance of the semester start date to allow for sufficient processing time and to have a better opportunity to get into desired classes.

Students will be notified of the outcome of their petition within 2 weeks of submission.

If approved and barring any other holds, they will be cleared to register electronically via MySolano. They may be limited to a specific number of units per the outcome of their petition.

Appeals

Students who are dismissed may file an appeal to contest the requirement of sitting out a primary semester with the Executive Vice President of Academic Affairs and Student Affairs or designee if extenuating circumstances exist which caused the substandard grades. To appeal, students complete the Readmit after Dismissal petition and indicate on it that they are appealing the requirement of sitting out a primary semester.

- ~~7) A Counselor will review academic standards with the student and recommend readmission after disqualification. The petition for readmission must contain written comments from the Counselor prior to review by the Admissions & Records staff. The Academic Council will hear appeals and recommend conditions of readmission or denial of readmission.~~
- 7) Students that have been readmitted after disqualification *dismissal* and achieve a semester G.P.A. *g.p.a.* of 2.25 or greater with no transcript entries of W, I or NP (no pass) and whose cumulative G.P.A. *g.p.a.* remains under 2.0, will be automatically readmitted for the ensuing term.
- 8) For purposes of progress probation, the total units enrolled will begin to accumulate with the Summer 1996 term.

REFERENCES/

AUTHORITY:

California Code of Regulations, Title 5, Sections 55030-55034

Revised:

XXXX