

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2015-2016

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Christopher Collins	Accreditation Self Study Coordinator	Accreditation General Fund	12/04/15 – 12/31/17	\$58.60 hr.

Released Time

<u>Name</u>	<u>Assignment</u>	<u>%Released Time</u>	<u>Effective</u>
LaNae Jaimez	Accreditation Self Study Coordinator	20%	12/04/15

Wade Larson, D.M.
Associate Vice President, Human Resources

November 24, 2015

Date Submitted

STAN R. ARTERBERRY
Interim Superintendent-President

November 24, 2015

Date Approved

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

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

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designates the Board meeting of December 16, 2015, as the annual organizational meeting of the Governing Board. The organizational meeting will be held at 6:30 p.m., in the Solano Community College Administration Building, Room 626, located at 4000 Suisun Valley Road, Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

1. Elect a President, Vice President, and appoint a Secretary for 2015-2016.
2. Establish the dates, times, and locations of the Governing Board meetings.
3. Select a representative to the Solano County School Boards Association.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Arterberry

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

TELEPHONE NUMBER

ORGANIZATION

November 24, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

STAN R. ARTERBERRY
Interim Superintendent-President

November 24, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: REVISION TO SOLANO COMMUNITY COLLEGE
DISTRICT GOVERNING BOARD ADHOC
SUBCOMMITTEES 2016
REQUESTED ACTION: APPROVAL

SUMMARY:

Pursuant to discussions held at the October 7th, 2015 Regular Governing Board meeting, a new committee, called "Commitment to Action for Student Success" is to be included as an Adhoc Subcommittee. This committee has been formed based on work completed at the Governance Institute for Student Success (GISS) Conference.

It is recommended that the Governing Board approve the revision to the Board Adhoc Subcommittees.

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Arterberry

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

TELEPHONE NUMBER

ORGANIZATION

November 24, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

STAN R. ARTERBERRY
Interim Superintendent-President

November 24, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD
ADHOC SUBCOMMITTEES
2016**

- **Board Self-Evaluation Adhoc Subcommittee**
Chair Keith, Trustee Thurston, and Trustee Young
- **Citizens' Bond Oversight Committee (CBOC)**
Chair Thurston, Trustee Martin, and Trustee Young
- **Accreditation Leadership Adhoc Subcommittee**
Chair Young, President Chapman, and Trustee Martin
- **Building 600 Subcommittee**
Chair Honeychurch, Trustee Keith, and Trustee Brown
- **Solano County School Boards Association (elected 12/18/13 organizational meeting)**
Trustee Chapman
- **Audit Subcommittee**
Chair Young, Trustee Chapman, and Trustee Thurston
- **Suisun City/Solano Community College Joint Subcommittee**
Chair Thurston, Trustee Brown, and President Laguerre
- **Vacaville City Schools Select Committee**
Chair Chapman and Trustee Martin (rotate as needed)
- **Vallejo Education and Business Alliance (VEBA)**
Trustee Thurston and Trustee Young
- **Proposed - City of Fairfield/SCC Joint Subcommittee**
Trustee Brown and Trustee Honeychurch (when identified)

SP Arterberry investigate the interest of a Joint Dixon/Winters Subcommittee

- **Policies and Procedures Adhoc Subcommittee**
Chair Thurston, Trustee Keith, and Trustee Young
Alternate: Trustee Chapman
- **Superintendent-President's Measure Q Adhoc Subcommittee**
Trustee Chapman, Trustee Thurston, and Trustee Young
Alternates: Trustee Honeychurch and Trustee Martin

- **CCCT Board of Directors Subcommittee – (Meets in January to nominate in January if someone from the SCCD Board is running and prepares a ballot for a vote from the SCCD in March 2014).**
Chair Honeychurch and Trustee Chapman
- **Commitment to Action for Student Success (As of October 7, 2015)**
Chair: Trustee Chapman
Members: Trustee Thurston, Trustee Young

BOT Adhoc Subcommittees 2014

Reviewed December 4, 2013

Approved December 18, 2013

PAGE 2

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSIDERATION AND POTENTIAL APPROVAL OF THE
SUPERINTENDENT-PRESIDENT CONTRACT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Board of Trustees has completed the recruitment and search for the Superintendent/President of Solano Community College and has selected Dr. Celia Esposito-Noy. Attached is a copy of the employment contract for Dr. Esposito-Noy. Board approval for this item is requested at this time.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

A. Marie Young
President, Board of Trustees

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Not Applicable

VICE PRESIDENT APPROVAL

November 24, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Stan R. Arterberry
Interim Superintendent-President

November 24, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College
Employment Contract
Superintendent-President

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Dr. Celia Esposito-Noy (hereinafter "Dr. Esposito-Noy") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Esposito-Noy to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Dr. Esposito-Noy is employed by the District as the Superintendent-President of the Solano Community College District.
3. **TERM:** The term of this Contract commences effective January 4, 2016 and ends on January 4, 2019. Upon the expiration of this Contract, the District may reemploy Dr. Esposito-Noy in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Esposito-Noy in an administrative position beyond the Contract's expiration date. The District shall notify Dr. Esposito-Noy of the District's decision not to reemploy her by one year before the final day of the Contract, which shall constitute the sole and exclusive notice to which Dr. Esposito-Noy is entitled. In the absence of such notice not to reemploy, Dr. Esposito-Noy shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **POWERS AND DUTIES:**
 - a. Dr. Esposito-Noy represents that she is specially trained, experienced, and competent to serve as Superintendent-President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.
 - b. Dr. Esposito-Noy shall render full-time service in her position and shall have such powers and exercise such duties as are given her by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.
 - c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Esposito-Noy.
 - d. Dr. Esposito-Noy shall, unless otherwise ordered, serve as Secretary to the Governing Board.
 - e. Dr. Esposito-Noy, in fulfilling her duties and exercising her powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.
 - f. Dr. Esposito-Noy shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

- g. Dr. Esposito-Noy shall work in a team relationship with District administrative members in support of the Board.
- h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. **COMPENSATION AND BENEFITS:**

- a. **Salary and Work Days:** Dr. Esposito-Noy shall be paid an annual salary of \$240,000.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Esposito-Noy and the Governing Board. Dr. Esposito-Noy shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Esposito-Noy works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Esposito-Noy work less than twelve (12) months, she may be paid in either twelve equal installments or for actual months worked.
- b. **Salary Increase:** Any salary increase shall be determined by the Governing Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.
- c. **Benefits:** Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Esposito-Noy and her dependents shall be entitled to receive District-paid medical, vision, and dental insurance, and Dr. Esposito-Noy shall be entitled to receive District-paid life insurance coverage, under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.
 - 1) In lieu of District-paid benefits, Dr. Esposito-Noy may submit a medical benefit waiver request to the District. If approved by the District, Dr. Esposito-Noy shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as she participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
 - 2) Dr. Esposito-Noy has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Esposito-Noy leaves the District after completing ten consecutive years of full-time service, Dr. Esposito-Noy shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Esposito-Noy reaches retirement age provided she pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.

- d. Fund-Raising/Entertainment/Recognitions Allowance: Dr. Esposito-Noy shall receive in addition to any salary an entertainment allowance not to exceed \$5,000 per fiscal year with receipts. District issued credit card may be used as part of the \$5,000.
- e. Vehicle Allowance: The District shall provide Dr. Esposito-Noy with an annual vehicle allowance in the amount of \$5,000.00.
- f. Remote Access: The District shall provide Dr. Esposito-Noy with a laptop computer and reasonably necessary accessories that would enable her to remotely access her campus e-mail.
- g. Travel and Transportation: Dr. Esposito-Noy shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Esposito-Noy by submitting documentation of expenses actually incurred to the Vice President of Finance and Administration and to the President of the Governing Board. Alternatively, the District may provide Dr. Esposito-Noy with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.
- h. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Esposito-Noy and her spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Esposito-Noy and/or her spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
 - 1) Ten (10) years of medical and vision for employee and spouse or registered domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
 - 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1st year of retirement.
 - 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).
 - 4) No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Esposito-Noy for any costs, if any, incurred by Dr. Esposito-Noy or her spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. **CONDITIONS OF EMPLOYMENT:** This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION:** Dr. Esposito-Noy shall receive a performance evaluation at least once each fiscal year in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Esposito-Noy's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Esposito-Noy. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Esposito-Noy shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Dr. Esposito-Noy's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Esposito-Noy and she shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Esposito-Noy in a timely manner to discuss the evaluation.

8. **ADMINISTRATIVE REQUIREMENTS**: Upon assuming her duties, Dr. Esposito-Noy shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
9. **HOLD HARMLESS**: Upon the written request of Dr. Esposito-Noy, the District shall provide for the defense of any civil action or proceeding brought against Dr. Esposito-Noy by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Esposito-Noy's employment with the District subject to the following:
 - a. Dr. Esposito-Noy agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
 - b. The choice of counsel is within the District's discretion.
 - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.
10. **SEVERABILITY**: If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

11. **TERMINATION OF CONTRACT**:

- a. Dr. Esposito-Noy may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District which will be forwarded to the Governing Board for consideration.
- b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Dr. Esposito-Noy, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon Dr. Esposito-Noy. Dr. Esposito-Noy shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, at her option either in writing or during a meeting with the Governing Board, prior to final Board action on terminating the Agreement, terminating the employment of Dr. Esposito-Noy with the District, or imposing any other penalties during the term of this Agreement. This shall constitute her exclusive right to due process except as otherwise required by law. Any references to District Polices shall not in any way grant the Superintendent/President due process rights in her administrative position or any other position with the District beyond those set forth in this Contract.

- c. Dr. Esposito-Noy shall notify the Board President if she is a candidate for employment elsewhere and is invited to an interview. The failure to follow these requirements shall be deemed to constitute a material breach of this Contract, and the District may terminate this Agreement for cause as set forth above.

12. **MAXIMUM CASH SETTLEMENT**: In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any

cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr. Esposito-Noy multiplied by eighteen (18). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until Dr. Esposito-Noy finds other employment, whichever occurs first.

13. **EXEMPT STATUS**: Dr. Esposito-Noy is exempt from overtime provisions of District policies and state and federal law.
14. **ENTIRE CONTRACT**: This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Dr. Esposito-Noy. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.
15. **NON-WAIVER**: Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

Celia Esposito-Noy, Ed.D.
Superintendent-President
Solano Community College District

Date

A. Marie Young
Board President
Solano Community College District

Date