

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** ELEVENTH ADDENDUM TO MASTER SERVICES AND  
LICENSE AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND eCOLLEGE.COM

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This Addendum to the Master Services and License Agreement between Solano Community College and eCollege.com for the delivery of online courses, dated July 1, 2002, is entered into effective as of the 1st day of July 2002. The parties wish to amend the previously entered into Agreement.

The Agreement shall automatically expire on June 30, 2014, with no right of extension, renewal, or auto-renewal. Effective, as of July 1, 2013, Section 3 of the Tenth Addendum to the Agreement is hereby replaced in its entirety. For a fee of \$100,000, for the July 1, 2013 – June 30, 2014 contract year, eCollege hereby agrees to provide customer with a license to use the eCollege System and the Products and Services for its authorized usage during the July 1, 2013 – June 30, 2014 Contract Year.

A copy of the Eleventh Addendum to be executed is attached.

*Government Code:* *Board Policy:* *Estimated Fiscal Impact: \$100,000*  
**CEO 2013-14 Goals: Grow Enrollment**  
**BOT 2013-2014 Goals: Access and Success**

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

Diane M. White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7285

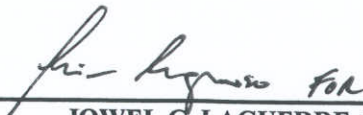
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

November 21, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

November 21, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Eleventh Addendum to Master Services and License Agreement  
between Solano Community College and eCollege.com**

This Addendum ("**Addendum**") to the Master Services and License Agreement between Solano Community College ("**Customer**") and eCollege.com ("**eCollege**") for the delivery of online courses, dated July 1, 2002 (the "**Agreement**"), is entered into effective as of the 1st day of July, 2013.

WHEREAS, the Customer and eCollege previously entered into the Agreement;

WHEREAS, the parties wish to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Agreement Expiration.** The Agreement shall automatically expire on June 30, 2014 with no right of extension, renewal or auto-renewal.
- 2) **Usage Fees.** Effective as of July 1, 2013, Section 3 of the Tenth Addendum to the Agreement is hereby replaced in its entirety with the following:

For a fee of \$100,000 for the July 1, 2013 - June 30, 2014 Contract Year (to be invoiced upon execution of this Addendum), eCollege hereby agrees to provide Customer with a license to use the eCollege System and the Products and Services for its authorized users during the July 1, 2013 - June 30, 2014 Contract Year. This license includes up to 11,000 enrollments for the July 1, 2013 - June 30, 2014 Contract Year in Customer's eCourse Credit Online Courses and unlimited enrollments in Customer's eCourse Non-Credit Online Courses, Hybrid Online Courses and eCompanion Online Courses by its authorized users, as well as Tier 1 Technical Support (with the exception of Tier 2 Technical Support for eCompanion Online Courses). Enrollments in excess of 11,000 for eCourse Credit Online Course enrollments will be invoiced to Customer separately, at a fee of \$26 per enrollment. Additionally, if enrollments in courses for which ExamGuard has been activated exceed 1,000 for the July 1, 2013 - June 30, 2014 Contract Year, the additional enrollments will be invoiced to Customer separately, at a fee of \$4 per enrollment (this fee is in addition to any fees assessed under the preceding sentences).

- 3) **Minimum Enrollment Growth Targets.** Effective as of July 1, 2013, Sections 4 of the Tenth Addendum to the Agreement is hereby deleted in its entirety.
- 4) **Agreement Terms Unchanged.** Capitalized terms not defined herein shall have the meanings set forth in the Agreement. No terms or conditions of the Agreement, other than the amended terms set forth in this Addendum, are changed by this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

The persons executing this Addendum for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

**eCollege.com**

**Solano Community College**

By: \_\_\_\_\_

Matt Leavy, President

By: \_\_\_\_\_

Name: Jowel C. Laguerre, Ph.D.

Title: Superintendent-President

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

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

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 18, 2013, 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, 360 Campus Lane, Suite 201, (First Floor-West Lobby), Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

1. Elect a President, Vice President, and appoint a Secretary for 2013-2014.
2. Establish the dates, times, and locations of the Governing Board meetings.
3. Select a representative to the Solano County School Boards Association.

The proposed calendar of Board meetings for 2014 is attached.

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

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

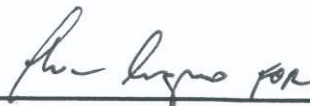
707 864-7112

TELEPHONE NUMBER

Administration  
ORGANIZATION

November 21, 2013

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

November 21, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT