TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

**EMPLOYMENT 2009-10**

### Regular Assignment

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be announced</td>
<td>Psychiatric Mental Health Nursing Instructor</td>
<td>8/13/09</td>
</tr>
<tr>
<td>To be announced</td>
<td>Medical Surgical Nursing Instructor</td>
<td>8/13/09</td>
</tr>
</tbody>
</table>

### Short-term, Temporary & Substitute Assignments

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be announced</td>
<td>Interim Vice President, Administrative &amp; Business Services</td>
<td>To be determined until position is filled</td>
<td>To be determined</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Alsip</td>
<td>Children’s Programs Cook</td>
<td>7/1/09 – 6/30/10</td>
<td>$ 16.94</td>
</tr>
<tr>
<td>Tim Andrews</td>
<td>House Manager, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>Dustin Brown</td>
<td>Theater Technician</td>
<td>8/6/09 – 6/30/10</td>
<td>$ 12.00</td>
</tr>
<tr>
<td>Lori Converse</td>
<td>Children’s Programs Specialist</td>
<td>7/1/09 – 6/30/10</td>
<td>$ 23.76</td>
</tr>
<tr>
<td>James Darling</td>
<td>Assist Instructor, Fire Science</td>
<td>7/1/09 – 12/18/09</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>Yvonne Dillard</td>
<td>Children’s Programs Assistant</td>
<td>7/1/09 – 6/30/10</td>
<td>$ 20.91</td>
</tr>
<tr>
<td>Leanne Dyer</td>
<td>House Manager, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$ 8.00</td>
</tr>
</tbody>
</table>

Trudy Largent, Esq.  
Director of Human Resources

July 24, 2009  
Date Submitted

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

July 24, 2009  
Date Approved
Short-term, Temporary & Substitute Assignments (Continued)

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esmeralda Glass</td>
<td>Registration Aide, Banner Backfill</td>
<td>7/1/09 – 6/30/10</td>
<td>$10.00</td>
</tr>
<tr>
<td></td>
<td>Registration Aide</td>
<td>7/1/09 – 6/30/10</td>
<td>$10.00</td>
</tr>
<tr>
<td>Erin Herscowitz</td>
<td>Production Assistant, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$9.60</td>
</tr>
<tr>
<td>Maurice Johnson</td>
<td>House Manager, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$8.00</td>
</tr>
<tr>
<td>Delson Junker</td>
<td>Theater Technician, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$12.00</td>
</tr>
<tr>
<td>Barbara Kelley</td>
<td>Cosmetology Lab Assistant</td>
<td>7/1/09 – 8/19/09</td>
<td>$27.00</td>
</tr>
<tr>
<td>Timothy Laren</td>
<td>Theater Technician</td>
<td>8/6/09 – 6/30/10</td>
<td>$12.00</td>
</tr>
<tr>
<td>Amanda Martinez</td>
<td>Reprographics Technician</td>
<td>7/7/09 – 5/30/10</td>
<td>$13.26</td>
</tr>
<tr>
<td>Tom McPike</td>
<td>Theater Technician</td>
<td>8/6/09 – 6/30/10</td>
<td>$12.00</td>
</tr>
<tr>
<td>Sharon Miranda</td>
<td>Children’s Programs Specialist</td>
<td>7/1/09 – 6/30/10</td>
<td>$24.95</td>
</tr>
<tr>
<td>Nichole Oury</td>
<td>House Manager</td>
<td>8/6/09 – 6/30/10</td>
<td>$8.00</td>
</tr>
<tr>
<td>Dawn Post</td>
<td>Children’s Programs Specialist</td>
<td>7/6/09 – 7/23/09</td>
<td>$16.65</td>
</tr>
<tr>
<td>Dyan Smith</td>
<td>Children’s Programs Assistant</td>
<td>7/6/09 – 7/23/09</td>
<td>$14.01</td>
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<tr>
<td>Patrice Spann</td>
<td>Children’s Programs Assistant</td>
<td>7/1/09 – 6/30/10</td>
<td>$18.96</td>
</tr>
<tr>
<td>Lisa Stedman</td>
<td>Children’s Programs Specialist</td>
<td>7/1/09 – 6/30/10</td>
<td>$24.33</td>
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<tr>
<td>Heidi Stoner</td>
<td>House Manager, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$8.00</td>
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<tr>
<td>Juwan Vartanian</td>
<td>Children’s Programs Specialist</td>
<td>7/1/09 – 6/30/10</td>
<td>$27.43</td>
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<tr>
<td>Conner Watson</td>
<td>Production Assistant, Theater</td>
<td>8/6/09 – 6/30/10</td>
<td>$9.60</td>
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<tr>
<td>Renee Worthy</td>
<td>Children’s Programs Assistant</td>
<td>7/1/09 – 6/30/10</td>
<td>$16.65</td>
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<tr>
<td>Andrew Zollinger</td>
<td>Theater Technician</td>
<td>8/6/09 – 6/30/10</td>
<td>$12.00</td>
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</table>

Professional Experts

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natalie Bradley</td>
<td>Present workshops for nursing students</td>
<td>7/15/09 – 6/30/10</td>
<td>$60.00</td>
</tr>
<tr>
<td>Judith Larrabee</td>
<td>Real-time captioner</td>
<td>7/17/09 – 6/30/10</td>
<td>$50.00</td>
</tr>
<tr>
<td>Netirza Levine</td>
<td>Sign language interpreter</td>
<td>7/17/09 – 6/30/10</td>
<td>$30.00</td>
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### Independent Contractors

<table>
<thead>
<tr>
<th>Name</th>
<th>Service</th>
<th>Dates of Contract</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Fine &amp; Applied Arts/Behavioral Sciences</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dorothea “Dottie” Fair</td>
<td>Administer the Foster Care &amp; Kinship Care Education Program Grant</td>
<td>7/1/09 – 6/30/10</td>
<td>Not to exceed $ 60,000.00/ $ 5,000.00 month</td>
</tr>
<tr>
<td><strong>Human Resources</strong></td>
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<td></td>
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<tr>
<td>Rich Consultants</td>
<td>Health Benefits Consultant</td>
<td>7/1/09 – 6/30/10</td>
<td>Not to exceed $ 25,000.00 $ 225.00 hour</td>
</tr>
<tr>
<td><strong>Student Development &amp; Outreach</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Low</td>
<td>Manage 2009-10 Tech Prep Grant as written in the five year plan</td>
<td>7/23/09 – 6/30/10</td>
<td>Not to exceed $ 30,580.00</td>
</tr>
<tr>
<td>Julia May</td>
<td>Facilitate and assist in the preparation of Tech Prep project activities for 2009-10</td>
<td>8/1/09 – 6/30/10</td>
<td>Not to exceed $ 8,000.00</td>
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### GRATUITOUS SERVICE

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Division/Department</th>
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<tbody>
<tr>
<td>Tiffany Caldwell</td>
<td>Assist instructor</td>
<td>Health, Public Safety &amp; Family Studies/Children’s Programs</td>
</tr>
<tr>
<td>Brittney Case</td>
<td>Assist instructor</td>
<td>Health, Public Safety &amp; Family Studies/Children’s Programs</td>
</tr>
<tr>
<td>James Darling</td>
<td>Assist instructor</td>
<td>Business &amp; Career Tech Ed/Horticulture</td>
</tr>
<tr>
<td>Ashley Fisher</td>
<td>Assist instructor</td>
<td>Health, Public Safety &amp; Family Studies/Children’s Programs</td>
</tr>
<tr>
<td>Patricia Rose</td>
<td>Assist instructor</td>
<td>Business &amp; Career Tech Ed/Horticulture</td>
</tr>
<tr>
<td>Kathy Stiner</td>
<td>Assist instructor</td>
<td>Business &amp; Career Tech Ed/Horticulture</td>
</tr>
</tbody>
</table>
REQUESTS FOR REDUCED WORKLOAD

In accordance with Article 10.2 of the CCA/CTA/NEA collective bargaining agreement, Mr. Patrick Mallory, Biology Instructor, is requesting a 46.67% reduction in workload for the 2009-10 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

In accordance with Article 10.2 of the CCA/CTA/NEA collective bargaining agreement, Ms. Maile Ornellas, TV/Cinematography, is requesting a 6.67% reduction in workload for the 2009-10 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

REQUEST FOR UNPAID LEAVE OF ABSENCE

In accordance with Article 14.6 of the CCA/CTA/NEA collective bargaining agreement, Ms. Debbie Kalish, Nursing Instructor, is requesting a Professional Growth Leave for the 2009-10 academic year. Debbie will teach and conduct research in the Nursing program at Samuel Merritt University. The Samuel Merritt nursing program has a 90% pass rate and well established student learning outcomes and assessments. Debbie’s interest is in bringing back to SCC effective strategies for student retention and assessment in OB, pediatrics, and medical-surgical areas of the nursing program. The request for leave is recommended.
AGENDA ITEM 7.(c)
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

<table>
<thead>
<tr>
<th>Date</th>
<th>Vendor Payment</th>
<th>Warrant Number</th>
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<td>11012880-11012964</td>
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<td>11012965</td>
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<td>07/13/09</td>
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<td>11012966-11012967</td>
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<td>07/16/09</td>
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<td>11012968-11013034</td>
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<td>07/16/09</td>
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<td>07/21/09</td>
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Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
Office of the Superintendent/President, Office of the Vice President of Administrative & Business Services, and Library.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL  ☐ DISAPPROVAL
☐ NOT REQUIRED  ☐ TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTOR'S NAME

4000 Suisun Valley Road
Fairfield, CA  94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

July 24, 2009

DATE APPROVED BY SUPERINTENDENT/PRESIDENT
AGENDA ITEM 7. (d)
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SMALL BUSINESS DEVELOPMENT CENTER (SBDC) CONTRACT WITH CITY OF BENICIA

REQUESTED ACTION: APPROVAL

SUMMARY:

The City of Benicia has proposed renewing an agreement for small business support services with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one consulting, technical assistance, referrals, information dissemination, small business short courses, and workshops to City of Benicia small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Service Agreement is for a total amount of $6,000 and effective for the period July 1, 2009 through June 30, 2011.

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

Charles Eason, Director
Small Business Development Center

PRESENTERS NAME

360 Campus Lane, Suite 102, Fairfield

ADDRESS

(707) 864-3382

TELEPHONE NUMBER

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

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

July 24, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

July 24, 2009
AGREEMENT FOR SMALL BUSINESS SUPPORT SERVICES

This agreement is entered into by and between the City of Benicia, a municipal corporation of the State of California, (hereinafter "CITY") and the Solano College Small Business Development Center, a division of the Solano Community College District, with its primary office located at 424 Executive Court North, Suite C, Fairfield, CA 94534 (hereinafter "CENTER").

RECITALS

WHEREAS, CITY and CENTER each desire to enter into an Agreement whereby CENTER will perform consulting services for CITY.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CENTER shall perform small business training and consulting as follows:

   1. City of Benicia-based technical assistance
      At least six hours per month of technical assistance (e.g., business planning, accounting, financing, marketing, government procurement, computer technologies and other small business development issues) will be available free of charge to Benicia businesses and entrepreneurs.

      The CENTER will also provide disaster assistance to businesses impacted by local disasters. This may include acting as a first point of contact and assisting businesses with loan applications for SBA disaster loans and other local disaster loan programs.

   2. Mystery Shop/Mystery Diner Program
      The CENTER will offer the “Secret Shopper” (Mystery Shop or Mystery Diner) program to existing Benicia businesses at half the cost of the usual subsidized rate through the term of the contract.

   3. Microloan and Other Financial Loan Programs
      The CENTER will provide Benicia businesses technical assistance in applying for the SBA guaranteed loans, State guaranteed loans, micro-loans, and commercial loan programs. This will include offering a Small Business Financing Seminar in Benicia.

   4. Six Seminars for Benicia Businesses
      CENTER will schedule and plan to deliver six (6) small business seminars during the term of the contract at a Benicia location. (CENTER may cancel up to two scheduled seminars for low attendance per its standard practices.) The preferred time slot is weekday evenings. The CENTER will coordinate, market, and conduct the seminars. Professional experienced small business consultants will present seminars. Seminars will be 2 to 4 hours in length and cover topics such as:

      Starting and Managing a Small Business
      How to Write a Business Plan
5. **Presentations to Merchant Organizations and other Business Groups**
The CENTER will work cooperatively with Benicia Main Street, the Chamber of Commerce and other local business agencies. The CENTER will work with the CITY to coordinate a presentation to these organizations on services available through the Small Business Development Center.

6. **Provide Permitting and Start-up Information**
The CENTER will provide new and existing businesses in Benicia copies of its 2007 Business Resource Guide, which has information on licensing requirements, permits, taxes, and a checklist for starting a business. The materials will be free of charge and available at the CITY’s Business License Department, Benicia Chamber, and at the CENTER’s office.

7. **Progress Reports**
The CENTER will provide progress reports to the CITY every six (6) months to ensure that the milestones are being met. The reports will contain a listing of inquiries, small business clients, seminars, workshops and events presented in Benicia.

2. **CITY agrees to pay CENTER as full compensation for all services and duties performed, except as otherwise provided herein, the sum of $3,000 per fiscal year.**

3. **CITY agrees to reimburse CENTER for minor pre-approved expenses (refreshments, etc.) on a case-by-case basis.**

4. **With each Progress Report, CENTER shall render a semiannual invoice to CITY for services performed during the prior six-month period, which shall be paid upon its approval by CITY.**

5. **CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the consulting services. No personal use of CITY equipment, supplies or services is allowed and CENTER shall comply with all CITY policies regarding use of CITY resources. The City of Benicia and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events co-sponsored by the two agencies. This may include mailing flyers, placing press releases in the City’s newsletters, or placement on the Channel 27 public notice scroll.**

6. **In the performance of the services in this Agreement, CENTER is an independent contractor and is not an agent or employee of CITY. CENTER, its officers, employees,**
agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CENTER has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CENTER in the performance of said service hereunder. CENTER shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers’ compensation insurance, and all other regulations governing such matters.

7. The term of this Agreement shall be for the period of two years, from July 1, 2009 to June 30, 2011. This Agreement may be terminated by giving written notice to the other party of that party’s intention to so terminate. This Agreement shall be terminated two (2) weeks from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise. Final payment shall be pro-rated as of the termination date.

8. Except as otherwise stated herein, any and all obligations of CITY and CENTER are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CENTER, shall be set forth in written amendments to this Agreement.

9. NONDISCRIMINATION.

(a) CENTER shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.

(b) Consistent with City’s policy that harassment and discrimination are unacceptable employer/employee conduct, CENTER agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CENTER or CENTER’S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CENTER agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

10. CENTER shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CENTER’S services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CENTER.

11. CENTER shall take out and maintain at all times during the life of this contract, general liability, workers’ compensation, and automobile liability insurance in the amount of $1,000,000. CENTER’S insurance shall be primary with respect to the City and shall list the CITY as an additional insured.
CENTER shall submit to CITY an endorsement evidencing its required insurance signed by the insurance agent and companies named. Any deductible or self-insured retentions must be declared to and approved by CITY.

12. Written communications and invoices under this agreement shall be addressed as follows:

If to CITY: Amalia Lorentz, Economic Development Manager
City of Benicia
250 East L Street
Benicia CA 94510

If to CENTER: Charles Eason, Director
Solano College SBDC
424 Executive Ct. North Suite C
Fairfield, CA 94534

13. This Agreement shall be deemed to have been executed and entered into in the City of Benicia, County of Solano, State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set opposite their respective names.

CITY OF BENICIA
A municipal corporation of the State of California

By: ____________________________ Date
James R. Erickson
City Manager

SOLANO COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

By: ____________________________ Date
Dr. Jowel C. Laguerre
Superintendent/President

APPROVED AS TO FORM:

______________________________ Date
Heather C. McLaughlin
City Attorney
TO: Members of the Governing Board

SUBJECT: RENEWAL OF INTERAGENCY AGREEMENT BETWEEN THE SOLANO COMMUNITY COLLEGE AND THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

REQUESTED ACTION: APPROVAL

SUMMARY:
The Business and Career Technical Education Division seeks approval for the renewal of the Interagency Agreement with the Foundation for California Community Colleges for use of college facilities in support of the State of California’s Bureau of Automotive Repair (BAR) Smog Referee and student training program.

SUPERINTENDENT’S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

John Urrutia, Dean
Business and Career Technical Education

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA  94534

ADDRESS

(707) 864-7000, ext. 4376

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

July 24, 2009

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

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

July 24, 2009
AGENDA ITEM  7. (f)
MEETING DATE  August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN MACRO PLASTICS, INCORPORATED AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE MOTORS AND MOTOR CONTROLS TRAINING FOR CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:
An agreement between Solano Community College and Macro Plastics, Incorporated for contract training and education is being presented for review and approval by the Governing Board.

The District will provide forty (40) hours of Motors and Motor Controls training for up to four (4) employees. Training will be held at Solano Community College from August 14 through October 16, 2009.

Macro Plastics, Incorporated will compensate the District for all educational services, rendered at a flat rate of five thousand eight hundred dollars ($5,800.00). The fee includes program development, coordination, instruction, training materials, textbooks, evaluation, and Certificates of Completion.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Workforce and Economic Development Customized Training.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL  ☐ DISAPPROVAL  ☐ NOT REQUIRED  ☐ TABLE

Deborah Mann, Program Developer
Workforce & Economic Development
Customized Training

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

July 24, 2009
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009
SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District" and MACRO PLASTICS INCORPORATED, 2250 HUNTINGTON DRIVE, FAIRFIELD, CA 94533, hereinafter referred to as "Macro Plastics."

WHEREAS, Macro Plastics desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. The District will provide Motors and Motor Controls training for up to 4 employees.

B. The District will develop, coordinate, deliver, and evaluate the training. The employees will attend forty (40) hours training. Training will take place from 8:00 A.M.-12:00 noon, Fridays, on August 14, 21, 28, September 4, 11, 18, 25, and October 2, 9, and 16, 2009. Training will be delivered at Solano Community College. All successful completers will receive Certificates of Completion. Additional training may be scheduled as needed with an addendum to this contract.

C. Macro Plastics will identify all employees who will participate in training.

D. Macro Plastics will compensate the District for all services rendered and expenses at a rate of five thousand eight hundred dollars and no cents ($5,800.00). The cost is inclusive for all instruction and teaching/training materials.

E. Payments by Macro Plastics Corporation to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.

F. IT IS MUTUALLY UNDERSTOOD that Macro Plastics and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Macro Plastics and the District respectively.

G. The District will indemnify, and hold harmless, in any actions of law or equity, Macro Plastics, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Macro Plastics. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District’s operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
H. Macro Plastics agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Macro Plastics’ non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Mathew Barnett
Vice President of Operations
Macro Plastics Incorporated
Fairfield, CA

Date __________________________

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

Date __________________________

Dr. Robin L. Steinback
Vice President of Academic Affairs
Solano Community College
Fairfield, CA

Date __________________________
AGENDA ITEM 7.(g)  
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CLINICAL SITE CONTRACT RENEWALS BETWEEN SOLANO COMMUNITY COLLEGE AND LAUREL CREEK HEALTH CENTER AND CRESTWOOD BEHAVIORAL HEALTH, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal agreement between Solano Community College and Laurel Creek Health Center and Crestwood Behavioral Health is being presented for review and approval by the Governing Board.

The approval of these renewal contracts benefits the nursing program at Solano Community College by providing students with more clinical sites in which to practice.

Copies of the agreements are available in the Office of the Superintendent/President and in the Office of Health Occupations, Public Safety and Family Studies.

SUPERINTENDENT’S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Maire Morinec, Dean  
Health Occupations, Public Safety,  
and Family Studies

PRESENTOR’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707.864.7108

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009
AGENDA ITEM 9.(a)
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ADMINISTRATIVE REORGANIZATION AND ELIMINATION OF POSITIONS

REQUESTED ACTION: APPROVAL

SUMMARY:

Dr. Jowel Laguerre, Superintendent/President, will present his proposed reorganization plan as a response to the 2009-2010 budget. The Executive Cabinet, working with FABPAC and the Shared Governance Council, decided to slightly modify the structure of the organization to absorb some budget cuts. There are also changes of reporting included in the organizational charts.

Following is a summary of the proposed reorganization, together with organizational charts for the Administrative Leadership Group, Academic Affairs, and Student Services.

Approval is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☑ NOT REQUIRED ☐ TABLE

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

PRESENTERT'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

July 24, 2009

DATE APPROVED BY
SUPERINTENDENT/ PRESIDENT

July 24, 2009

DATE SUBMITTED TO
SUPERINTENDENT/ PRESIDENT

PAGE 16
SOLANO COMMUNITY COLLEGE DISTRICT

Administrative Reorganization and Elimination of Positions

SUMMARY:

This reorganization is proposed as a response to the 2009-2010 budget. The Executive Cabinet working with FABPAC and the Shared Governance Council decided to slightly modify the structure of the organization to absorb some budget cuts. Several positions were eliminated and activities were combined. Other changes are brought forth to simply realign some activities. The reorganization affects primarily three areas: Office of the Superintendent/President, Academic Affairs and Student Services.

Superintendent/President:

• The Research and Planning Office: New reporting line
• Reassignment of one Executive Coordinator to Executive Coordinator and Special Projects

Academic Affairs:

• Change in title and scope of responsibilities for Deans and alignment of programs and services:


  - Dean of Health Occupations title change to Dean of Health, Public Safety & Family Studies to reflect inclusion of Criminal Justice, Fire Technology, Early Childhood Education, Human Development, and Children’s Programs;

  - Dean of PE & Athletics title change to Dean of PE, Wellness & Athletics to reflect inclusion of Nutrition and Facility Use Agreements (former responsibility of Associate Vice President of Workforce & Community Development)

  - Dean of Fine & Applied Arts/Behavioral Science now responsible for Community Education & Lifelong Learning (formerly known as Community Services and responsibility of Associate Vice President of Workforce & Community Development)

  - The Tutorial Center joins other Academic Support Services such as the Reading & Writing and ESL lab under the supervision of the Dean of Humanities;

  - The Ethnic Studies program included in the Humanities Division;

  - Contract Education and Small Business Development Center
**Student Services:**

- Dean of Admissions & Records position eliminated: New position – Director of Admissions & Records
- Supervision of Assessment Center moved from Dean of Counseling & DSP to Director of Admissions & Records
- Dean of Special Services (Financial Aid, EOPS, Tutorial Center) position eliminated: New position – Director of Financial Aid – includes supervision of Financial Aid and Veterans Program
- Tutorial Center supervision moved to Academic Affairs; EOPS program supervision moved to Dean of Counseling & Special Services
- Dean of Counseling & DSP position title changed to Dean of Counseling and Special Services
- CalWORKs supervision moved from Vice President Student Services to Dean of Counseling and Special Services
- EOPS/CalWORKs programs combined; EOPS required to have full time coordinator (Still in progress with Chancellor’s office)
- Director of Student Development position title change to Dean of Student Development and Outreach and extend from 10 months to 12 months; added responsibilities for implementation and coordination of High School Outreach program and Tech Prep (moved from Academic Affairs)
- Director Research & Planning supervision moved from Vice President Student Services to Superintendent/President

Elimination of Positions:

**Academic Affairs**
- Dean of Career Technical Education
- Associate Vice President Workforce and Community Development/Interim Foundation

**Student Affairs**
- Dean of Financial Aid and Special Services
- Dean of Admissions and Records
- Assistant Registrar

As a result of the reorganization and reporting structure, other job descriptions will be revised to reflect the appropriate supervision. The proposed changes will take effect following Board approval.
Student Services
Reorganization Proposal
Response to Budget Deficit Model-Draft
Reductions: 1 Dean, 1 Assistant Registrar, 1 Student Services Assistant (A&R)

Executive Assistant
Vice President Student Services

Access
Admissions & Records Director
- Stu Svc Asst II (2)
- Rec Eval Tech (3)
- Stu Svcs Asst III (2)

Assessment Center
- Assessment Specialist (1.5)

Financial Aid Director
- Fin Aid Asst II (4)
- Fin Aid Analyst (2)
- Financial Aid Outreach (1)

Veterans
- Veterans Specialist (1)

Success
Counseling & Special Services Dean

EOPS/CalWORKS Director
- Admin Asst III (1)
- EOPS Coordinator (1)
- EOPS Counselors (2)
- CalWORKS Coordinator (1)
- CalWORKS Clinical Specialist (1)

Disability Services Coordinator
- DSP Coordinator (5)
- DSP Counselor (2.5)
- LD Specialist/Coordinator (1)
- DSP Specialist (1)
- Alternate Media Specialist (1)
- DSP Assist Comp Tech (1)
- DSP Inst Asst/Adapted PE (1)
- St Svcs Asst II (2)

Advisement Counseling Faculty (12)
-Psi Beta 0.5 FTE
- MESA 3 FTE
- LMOJA
- RN Counseling, 15 FTE
- Athletic Counseling
- Articulation, 5
- Veterans Counseling, 5
- Transfer, 5

Career Center/Transfer Center
Job Placement
- Employment Development Officer (1)

Student Development & Outreach Dean

Student Activities
- Student Government Advisor
- Health Services
- Food Services Liaison

Judicial Affairs

Recruitment Outreach Team Coordination
- FA Outreach
- Student Ambassadors
- Tech Prep
- Assessment
- Center Directors
- Athletics

Lisa J. Walts, Ed.D.
Executive Council Review 5-12-09
Presented to Shared Governance 5-13-09
AGENDA ITEM 9.(b)
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEASURE G BOND 2007-08 FINANCIAL AUDIT REPORT

REQUESTED ACTION: BOARD ACCEPTANCE

SUMMARY:
The Measure G Bond 2007-08 financial audit report is being presented to the Board for acceptance at this time. The Board Audit Committee met with Perry-Smith LLP representatives to review the report. The report was also provided to the Measure G Citizens' Bond Oversight Committee (CBOC) at its August 3, 2009, meeting.

The report is provided under separate cover. A copy may be obtained from the Office of the Vice President of Administrative & Business Services.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Rinne
Interim Director, Fiscal Services

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009

PAGE: 22
AGENDA ITEM 9 (c)  
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION ESTABLISHING AD VALOREM TAX RATES FOR THE 2009-10 FISCAL YEAR, RESOLUTION NO. 09/10 -01

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 09/10-01, establishing the ad valorem tax rates and debt service for the 2009-10 Fiscal Year. Each year, pursuant to Revenue & Taxation Code Section 93, the Board establishes the rates to be levied on the voter-approved bonded indebtedness for Fiscal Year 2009-10. The District is required to furnish the Solano County Auditor-Controller’s Office with this information, as well as the 2009-10 debt service requirement, by August 3, 2009. The District was permitted an extension due to delays from Yolo County in providing its assessed values. The bonds are general obligations of the District payable solely from the proceeds of ad valorem taxes. The resolution certifies the tax rate and authorizes the County to place an ad valorem tax against the taxable property in the District’s service region to pay for the 2005 General Obligation Refunding Bonds and 2006 Series B Bonds.

Attached are Resolution No. 09/10-01 and the calculation worksheet for the Board’s information.

SUPERINTENDENT’S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Susan Rinne  
Interim Director, Fiscal Services

PRESENTOR’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services  
ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT  
July 24, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION ESTABLISHING AD VALOREM TAX RATES

FOR THE 2009-10 FISCAL YEAR

RESOLUTION NO. 09/10/01

WHEREAS, Government Code Section 29100 provides that the board of supervisors of a county shall fix the rates for the secured tax roll in that county, in accordance with the provisions of that Section and subject to the limitations specified in Article XIII A of the California Constitution and Revenue and Taxation Codes Sections 93 and 100; and

RESOLVED, Pursuant to Revenue & Taxation Code Section 93, the Solano Community College District Governing Board establishes the Ad Valorem Property Tax Rates to be levied on the voter-approved bonded indebtedness for the Fiscal Year 2009-10. Further, the Board formally notifies the Solano County Office of the Auditor-Controller of the District's 2009-10 debt service requirements. The attached worksheet contains the calculation and defines the tax rates.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-10 Ad Valorem Property Tax Rate</td>
<td>0.015375%</td>
<td>0.003086%</td>
</tr>
<tr>
<td>2009-10 Debt Service</td>
<td>$6,061,970</td>
<td>$1,218,266</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED This 5th day of August 2009, by the Governing Board of Solano Community College District.

A. MARIE YOUNG, PRESIDENT

JOWEL C. LAGUITERE, Ph.D., SECRETARY
Fund 464
Election 2002, 2005 Refunding

District: Solano Community College

<table>
<thead>
<tr>
<th>CURRENT YEAR REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal and Interest</td>
</tr>
<tr>
<td>02/01/10</td>
</tr>
<tr>
<td>08/01/10</td>
</tr>
<tr>
<td>Add: Reserve Requirements</td>
</tr>
<tr>
<td>Other Expenses</td>
</tr>
<tr>
<td>Less: Cash (net)*</td>
</tr>
<tr>
<td><strong>AMOUNT TO BE RAISED</strong></td>
</tr>
</tbody>
</table>

*CALCULATION OF CASH (NET)*

IFAS Cash Balance as of 6/1/09 4,909,374
Less: CY Outstanding Payment (4,586,361)
Cash (Net) 320,993

---

**Revenue Estimates**

Unsecured Net Value 1,512,494,375 @ 0.012399% = Unsecured Roll 187,534

Previous year's secured rate

Secured Roll

<table>
<thead>
<tr>
<th>Secured Roll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solano County (net of HOX) 37,198,604,566</td>
</tr>
<tr>
<td>Yolo County (net of HOX) 642,144,666</td>
</tr>
<tr>
<td>Total Local Roll Net of HOX 37,840,749,232</td>
</tr>
<tr>
<td>SBE: Solano County 27,061,539</td>
</tr>
<tr>
<td>Yolo County 75,890</td>
</tr>
<tr>
<td>Less 1/4% Cancellation/Refunds (94,689,717)</td>
</tr>
<tr>
<td>Impact of FY 2005/06 Valero Refund to be reversed in FY 2009/10 (3,538,000)</td>
</tr>
<tr>
<td>HOX: Solano County 429,427,528</td>
</tr>
<tr>
<td>Yolo County 9,171,557</td>
</tr>
<tr>
<td>Less Redevelopment*** 0</td>
</tr>
<tr>
<td><strong>Secured Net Value</strong> 38,208,278,030 @ 0.015375% = Secured Roll 5,874,436</td>
</tr>
</tbody>
</table>

Calculation Below

TOTAL ESTIMATED REVENUE 6,061,970

---

**AGENCY ESTABLISHED RATE**

Amount to be Raised 6,061,970
Less: Unsecured Roll (187,534)
Secured Roll 5,874,436

Secured Net Value 38,208,278,030
Current Year Rate 0.015375%

***Redevelopment is to be excluded from calculations for issues after 1989***
Fund 476
Election 2002, Series 2006B
District: Solano Community College

**CURRENT YEAR REQUIREMENT**

- Principal and interest
  - 02/01/10: 354,618
  - 08/01/10: 849,018
- Add: Reserve Requirements
- Other Expenses
- Less: Cash (net)*: 14,029
- AMOUNT TO BE RAISED: 1,218,265

*CALCULATION OF CASH (NET)*

- IFAS Cash Balance as of 7/26/09: 855,688
- Less: CY Outstanding Payment: (859,718)
- Cash (Net): (14,029)

**Revenue Estimates**

- Unsecured Net Value: 1,512,494,375
  - @ 0.002579% = Unsecured Roll: 39,007
  - Previous year's secured rate

**Secured Roll**

- Solano County (net of HOX): 37,198,804,566
- Yolo County (net of HOX): 642,144,666
- Total Local Roll Net of HOX: 37,840,749,232
- SBE: Solano County: 27,051,539
  - Yolo County: 75,890
- Less 1/4% Cancellation/Refunds
  - Impact of FY 2005/06 Valero Refund to be reversed in FY 2009/10: (3,538,000)
- HOX: Solano County: 429,427,528
  - Yolo County: 9,171,557
- Less Redevelopment***

- Secured Net Value: 38,208,278,030
  - @ 0.003096% = Secured Roll: 1,179,258
  - Calculation Below

**TOTAL ESTIMATED REVENUE**: 1,218,266

**AGENCY ESTABLISHED RATE**

- Amount to be Raised: 1,218,265
- Less: Unsecured Roll: (39,007)
- Secured Roll: 1,179,258
- Secured Net Value: 38,208,278,030
- Current Year Rate: 0.003086%

***Redevelopment is to be excluded from calculations for issues after 1989***
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REMAINING FURNITURE PURCHASE FOR THE BUILDING 100 - LIBRARY REMODEL PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:
The Building 100-Library Remodel Project is progressing and approximately 50 percent complete. At its June 17, 2009, meeting, the Board approved the preliminary furniture purchase for the Reading & Writing Lab (Room 130), a critical space serving an important instructional need. For the past month, staff has been working to finalize the plan/purchase for furniture for the remainder of the building to include furnishings for faculty and staff offices and study areas for students.

As with the first purchase, this procurement is made possible under the agreement terms with TCPN (The Cooperative Purchasing Network), which has been in effect since June 2007. All documentation was reviewed and TCPN met the competitive bidding requirements of the Public Contract Code.

Board approval is requested for the purchase of the remaining furnishings from Office Depot in the amount of $241,541.92, to be funded from the Measure G Bond.

Staff will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: ☑APPROVAL ☐DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

David Froehlich
Director of Facilities

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7176

TELEPHONE NUMBER

Facilities

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009

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

PAGE 27
TO: Members of the Governing Board  

SUBJECT: BUILDING 100 REMODEL TECHNOLOGY NEEDS  

REQUESTED ACTION: APPROVAL  

SUMMARY:  
Jay Field, Vice President of Technology & Learning Resources, will present to the Board the following updated technology needs for the Building 100 Remodel:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Systems</td>
<td>$291,242.26</td>
</tr>
<tr>
<td>Networking/Telecommunications (switches, phones)</td>
<td>74,997.47</td>
</tr>
<tr>
<td>Smart Classroom Equipment (rooms 101, 135, 136)</td>
<td>15,054.29</td>
</tr>
<tr>
<td>Smart Classroom Furniture (rooms 101, 135, 136)</td>
<td>1,779.36</td>
</tr>
<tr>
<td>Computer Security (security cables)</td>
<td>5,331.91</td>
</tr>
<tr>
<td>Computer Security (Net-OP)</td>
<td>2,817.75</td>
</tr>
<tr>
<td>Computer Security (Deep Freeze)</td>
<td>3,176.47</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$394,399.51</strong></td>
</tr>
</tbody>
</table>

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE

Jay Field, Vice President  
Technology & Learning Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

ADDRESS

707-864-7250

TELEPHONE NUMBER

Technology & Learning Resources

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ATM AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND SOLANO FIRST FEDERAL CREDIT UNION

REQUESTED ACTION: APPROVAL

SUMMARY:

Ms. Susan Rinne, Interim Director of Fiscal Services, will present the ATM Placement Agreement between the Solano Community College District and Solano First Federal Credit Union who desire to enter into an agreement for the Credit Union to install, operate and maintain an automated teller machine (ATM) to be located in Building 1400, the Student Union Lobby, on the east wall. This installation is on the main Solano College Campus in Fairfield, California. The fee for cardholders using a non Solano First ATM or check card or non CO-OP branded ATM or check card will be $1.50 per transaction. These fees will be settled and distributed according to Article III, paragraph a. The fees due Solano Community College will be remitted on a monthly basis.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Rinne, Interim Director
Fiscal Services

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

July 24, 2009

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

PAGE 29
ATM PLACEMENT AGREEMENT

This ATM Placement Agreement ("Agreement") is effective as of ________________, 2009 and entered into by and between the Solano Community College District, ("DISTRICT"), and SOLANO FIRST FEDERAL CREDIT UNION ("CREDIT UNION") (Collectively the "Parties" or individually, a "Party").

RECITALS

WHEREAS, DISTRICT and CREDIT UNION desire to enter into an agreement for CREDIT UNION to install, operate and maintain an automated teller machine ("ATM") at the location listed on Attachment "A" to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I
LICENSE TO INSTALL AND OPERATE AN ATM:

a. Grant of License. Subject to the terms and conditions of this Agreement, DISTRICT hereby grants CREDIT UNION the exclusive license and authority to install and operate an ATM in the location as depicted and described in Exhibit A, attached to this Agreement ("ATM site"). If DISTRICT, in its sole discretion, determines additional ATMs should be placed on the main campus or any other campus under DISTRICT's control, DISTRICT will notify CREDIT UNION, in writing, and CREDIT UNION may install, maintain, and operate additional ATMs on the applicable sites depicted and described in an amended Exhibit A. CREDIT UNION will notify DISTRICT of its intent, in writing, no later than thirty (30) days after receiving DISTRICT's written notice. If CREDIT UNION declines to install, maintain, and operate any additional ATM requested by DISTRICT, DISTRICT may offer the site to a third party.

The exclusivity and right of first refusal under this Agreement shall not apply to any third parties that maintain ATMs at the District, or with whom the District have an existing contract arrangement, as of the date this Agreement is executed.

b. DISTRICT also agrees that CREDIT UNION, shall be permitted access to the ATM site(s) on a twenty-four hours a day, seven days a week basis and access to the telephone and communications lines and electrical facilities supporting the ATM(s) during DISTRICT business hours. DISTRICT represents and warrants that it has the right and authority to grant the license set forth herein.

ARTICLE II
INSTALLATION, OPERATION, RELOCATION, REPLACEMENT AND REMOVAL OF ATM

a. Installation.

i. Installation of Utilities. DISTRICT shall maintain the electricity and the electrical outlets to the ATM at its sole expense, with the cooperation of CREDIT UNION. CREDIT UNION shall install and maintain all other utilities necessary for the ATM.

ii. ATM Installation. The ATM shall be installed by CREDIT UNION, at CREDIT
UNION's sole cost and expense, within a reasonable time after all necessary utilities have been installed.

b. Operation

i. Operation of ATM Facility. CREDIT UNION agrees that it shall be responsible for continuously operating the ATM so that it is generally available for use on a twenty-four hour a day, seven day a week basis or at times as mutually agreed to by the Parties.

ii. Responsibilities of CREDIT UNION. The responsibilities of CREDIT UNION shall include:

a. the maintenance and repair of the ATM, its related components and equipment;

b. the periodic stocking of cash and paper;

c. the maintenance of the telephone and data transfer line(s);

d. the electronic monitoring of the ATM; and

e. Emergency response to the malfunction(s) of the ATM within a twenty four (24) hour period.

iii. Responsibilities of DISTRICT. DISTRICT's responsibilities in respect to the operation of the ATM include:

a. the provision of electricity and lighting for the ATM;

b. the maintenance of the area surrounding the ATM in a neat, clean and orderly condition;

c. the notification of CREDIT UNION of any problems with the ATM of which DISTRICT becomes aware;

d. reasonable security surveillance and security patrol services of the ATM comparable to security surveillance in the general area where the ATM is located in accordance with all applicable local, state, and federal laws; and

e. Promoting the ATM by placement of acceptable signage at such locations as is mutually agreeable, within the building complex of DISTRICT.

iv. Ownership of ATM. For purposes of this Agreement, CREDIT UNION shall be considered the owner of the ATM, and shall bear the entire risk of all repair, upgrade and replacement costs together with loss or damage to the ATM.

ARTICLE III
FEES AND COSTS

a. Fees. CREDIT UNION shall be entitled to charge a fee to certain cardholders for a withdrawal from their savings or checking account. Cardholders using a Solano First ATM or
Check Card or another CO-OP credit union ATM or Check Card will not be charged this fee. The fee will be added to the amount of the withdrawal and is in addition to any fees that may be charged by other financial institutions or card issuers.

i. The fee amount shall be established by mutual agreement between DISTRICT and CREDIT UNION and become a part of this agreement as Attachment A. The DISTRICT and CREDIT UNION will share the revenue from this fee on a percentage basis of the total amount of the fees collected for each calendar month with 30% (Thirty percent) of collected fees being paid to the DISTRICT AND 70% (Seventy percent) to be retained by CREDIT UNION.

ii. A change in the amount of the fee to be charged will be considered upon a written request from either party made to the other and a decision shall be made by the parties within 60 days of a request. In the event a decision cannot be reached the fee will remain unchanged until such time as mutual agreement is reached.

b. Costs. DISTRICT and CREDIT UNION shall each be responsible for its costs incurred in performing its responsibilities under Article II of this Agreement and except as otherwise specifically provided in this Agreement, each Party shall be solely responsible for all other costs incurred by it in connection with the performance of its obligations hereunder.

c. Early Termination Fee, Cost of Removal and ATM Site Restoration. If this Agreement is terminated by either party prior to the expiration of the three (3) year initial term as defined in Article IV of this license agreement, the following costs set forth below shall apply:

i. In the event that DISTRICT elects to terminate this Agreement, DISTRICT shall be responsible for all site restoration costs to include the removal of the ATM and its related equipment together with restoring the ATM site to its previous condition prior to the ATM installation. Unless the termination was as a direct result of CREDIT UNION’s breach of this Agreement. At which point, CREDIT UNION shall be responsible for all site restoration costs.

ii. In the event that CREDIT UNION elects to terminate this Agreement, CREDIT UNION shall be responsible for all site restoration costs to include the removal of the ATM and its related equipment together with restoring the ATM site to its previous condition prior to the ATM installation. ; and

iii. Any other fees or costs incurred by the party electing early termination including but not limited to, ATM network termination fees.

ARTICLE IV
TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the date set forth below preceding the signature lines and shall continue for a period of thirty six (36) months (the “Initial Term”) from such date. At the expiration of the Initial Term, the term of this Agreement will be automatically renewed for successive one (1) year periods (“Extended Term”) unless either party gives written notice to the other party of its intent not to renew the Agreement at least sixty (90) days prior to the end of the Initial Term of this Agreement or any successive one (1) year period, thereafter.
b. **Termination.** In addition to any other provisions in this Agreement regarding termination, this Agreement may be immediately terminated by CREDIT UNION or DISTRICT, as the case may be, in its entirety or as the Agreement applies to a particular ATM Facility in the event of:

i. material breach by one party which remains uncured after notification thereof and an opportunity (not to exceed thirty (30) days) to cure such material breach;

ii. the appointment of a receiver or the initial bankruptcy proceedings or similar instance of insolvency affecting either party; or

iii. CREDIT UNION may, at its option, upon thirty (60) days prior written notice to DISTRICT with respect to an ATM which has averaged less than seven hundred fifty (750) transactions per month in a three (3) month period prior to such notice, remove the ATM.

c. **Duties Upon Termination.**

i. Upon any expiration or termination of this Agreement, CREDIT UNION shall remove the ATM within sixty (90) days following the expiration or termination; and

ii. Subsequent to the expiration or termination of the Agreement each Party shall continue to perform all its obligations which have accrued prior to the expiration or termination which are not inconsistent with the expiration or termination of this Agreement.

**ARTICLE V**

**GENERAL PROVISIONS:**

a. **Indemnification**

i. DISTRICT shall indemnify, hold harmless and defend CREDIT UNION, its Affiliates and its respective officers, directors, partners, agents and employees from any and all claims, actions, incidents, demands, losses, costs, expenses, obligations, liabilities, actual or punitive damages and other amounts, including, without limitation, reasonable legal fees, costs and expenses, (all of the foregoing referred to in this Section as "amounts") whether or not litigation is commenced, imposed upon, incurred by or asserted against CREDIT UNION, arising out of the actual or alleged, intentional or negligent act or omission of DISTRICT, its Affiliates, partners, agents, employees or subcontractors in the performance by DISTRICT of any of its duties and obligations pursuant to this Agreement, or arising out of the failure by DISTRICT to properly comply with the terms of this Agreement or any and all applicable laws, regulations or ordinances including but not limited to all claims, actions, incidents, demands, losses, costs, expenses, obligations, liabilities, actual or punitive damages and other amounts resulting from a customer’s use of the ATM. The terms of this Section shall survive the expiration or termination of this Agreement, with respect to actions, inactions or events occurring during the term of this Agreement, and/or until the ATM is removed, whichever is later.

ii. CREDIT UNION shall indemnify, hold harmless and defend DISTRICT, its Affiliates and its respective officers, directors, partners, agents and employees from any and all
claims, actions, incidents, demands, losses, costs, expenses, obligations, liabilities, actual or punitive damages and other amounts, including, without limitation, reasonable legal fees, costs and expenses, (all of the foregoing referred to in this Section as "amounts") whether or not litigation is commenced, imposed upon, incurred by or asserted against DISTRICT, arising out of the actual or alleged, intentional or negligent act or omission of CREDIT UNION, its Affiliates, partners, agents, employees or subcontractors in the performance by CREDIT UNION of any of its duties and obligations pursuant to this Agreement, or arising out of the failure by CREDIT UNION to properly comply with the terms of this Agreement or any and all applicable laws, regulations or ordinances including but not limited to all claims, actions, incidents, demands, losses, costs, expenses, obligations, liabilities, actual or punitive damages and other amounts resulting from a customer’s use of the ATM. The terms of this Section shall survive the expiration or termination of this Agreement, with respect to actions, inactions or events occurring during the term of this Agreement, and/or until the ATM is removed, whichever is later.

b. Insurance Requirements.

i. CREDIT UNION, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability and fire legal liability included) with the following limits:

1. Each Occurrence
   $One Million Dollars ($1,000,000)

2. Products/Completed Operations Aggregate
   $One Million Dollars ($1,000,000)

3. General Aggregate
   $One Million Dollars ($1,000,000)

However, if such insurance is written on a claims-made form, following termination of this Agreement coverage shall survive for a period of not less than three years. Coverage shall have for a retroactive date of placement coinciding with the commencement of the Agreement.

b. In the event that CREDIT UNION engages in business activity outside the ATM site requiring the use of business related motor vehicles, CREDIT UNION shall acquire and maintain Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than Three Hundred Thousand Dollars ($300,000) per occurrence.

c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Tenant’s full liability under the Workers’ Compensation Insurance and Safety Act of the State of California as amended from time to time. All Workers’ Compensation policies shall be endorsed with the following specific language:
"This policy shall not be cancelled without first giving thirty (30) days prior written notice to DISTRICT in writing."

d. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse CREDIT UNION for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the ATM site including leasehold improvements hereinafter constructed or installed.

e. Such other insurance in such amounts which from time to time may be reasonably required by the DISTRICT against other insurable risks relating to performance by CREDIT UNION.

ii. The insurance and the coverages referred to under (i) of this paragraph shall be endorsed to include DISTRICT as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of CREDIT UNION, its officers, agents, employees; or any other person or persons under CREDIT UNION's direct supervision and control. CREDIT UNION, upon the execution of this Agreement, shall furnish DISTRICT Risk Manager and DISTRICT Real Property Manager with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to DISTRICT of any modification, change or cancellation of any of the above insurance coverages. The coverages required herein shall not limit the liability of CREDIT UNION, its officers, agents, or employees. This Agreement shall be of no force and effect until CREDIT UNION provides and maintains evidence of appropriate insurance to Risk Management and Real Property Management.

c. Confidentiality.

i. Confidential Information. DISTRICT acknowledges and agrees that confidential CREDIT UNION data and non-public personal information relating to CREDIT UNION’s membership and consumers, as well as CREDIT UNION’s marketing, strategies, business operations, and business systems (collectively, “Confidential Information”) may come into DISTRICT’s possession in connection with this Agreement. DISTRICT understands that CREDIT UNION is a federally-insured, federal credit union and is subject to a number of federal and state laws regarding the privacy of CREDIT UNION’s membership and consumer information. DISTRICT understands and agrees to maintain the confidentiality of and safekeep and protect CREDIT UNION’s Confidential Information in accordance with all relevant state and federal laws, regulations, rules, and guidelines, including, but not limited to, the California Financial Information Privacy Act, the Gramm-Leach-Bliley Act of 1999, the federal Fair Credit Reporting Act (“FCRA”), all applicable regulations related thereto, and the requirements imposed upon “service providers” (which shall include, without limitation, DISTRICT’s officers, agents, successors, assigns, subcontractors, and subservicers) pursuant to the National Credit Union Administration’s Guidelines For Safekeeping of Member Information (12 CFR 748). DISTRICT, on behalf of itself and its officers, employees, agents, successors, and assigns, understands and agrees to implement, utilize, and maintain best industry practices to secure and protect Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and agrees that it will not retain copies of
any such information and that it will not disclose or use such Confidential Information to its commercial advantage or in any other manner except in the performance of this Agreement.

ii. DISTRICT agrees to indemnify and hold CREDIT UNION harmless in the event of a breach of this confidentiality section in any manner by DISTRICT or its officers, employees, agents, successors, assigns, subcontractors, and/or subservicers.

iii. CREDIT UNION (and/or its regulator(s)) may, at any time during the term of this Agreement and upon reasonable notice to DISTRICT, inspect DISTRICT’s practices and controls and/or require reasonable documentation from DISTRICT to verify that DISTRICT has complied with its obligations pursuant to this section.

iv. The parties agree that this section shall survive the termination of this Agreement.

d. Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law rules. Any action pursuant to this Agreement shall be brought in the State of California, with venue residing within Solano County.

e. Relationship of the Parties. The Parties agree that in performing their responsibilities pursuant to this Agreement, they are in the position of independent contractors. Neither DISTRICT nor any of its agents, representatives, students or employees shall be considered an agent, representative, or employee of CREDIT UNION. Similarly, neither CREDIT UNION nor any of its agents, representatives, or employees shall be considered agents, representatives, or employees of DISTRICT. The Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between the Parties.

As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other party’s performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

DISTRICT shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of DISTRICT’s employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between DISTRICT and CREDIT UNION or any employee or agent of CREDIT UNION. Each and every person providing services on behalf of CREDIT UNION under this Agreement shall, at all times, remain an employee of CREDIT UNION. CREDIT UNION’s employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from DISTRICT, nor shall they be entitled to overtime pay from DISTRICT. CREDIT UNION is solely responsible for paying all necessary State or Federal tax for itself and its employees. DISTRICT will make no State or Federal unemployment insurance or disability insurance
contributions on behalf of CREDIT UNION and/or its agents or employees. Neither CREDIT UNION nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of DISTRICT may otherwise have in the event of termination of this Agreement. No Program Participant shall look to DISTRICT for any salaries, insurance or other benefits.

CREDIT UNION shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of CREDIT UNION's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the CREDIT UNION and DISTRICT or any employee or agent of DISTRICT. Each and every person providing services on behalf of DISTRICT under this Agreement shall, at all times, remain an employee of DISTRICT. DISTRICT's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the CREDIT UNION, nor shall they be entitled to overtime pay from CREDIT UNION. DISTRICT is solely responsible for paying all necessary State or Federal tax for itself and its employees. CREDIT UNION will make no State or Federal unemployment insurance or disability insurance contributions on behalf of DISTRICT and/or its agents or employees. Neither DISTRICT nor its employees shall have any property rights to any position, or have any of the rights an employee of CREDIT UNION may otherwise have in the event of termination of this Agreement.

The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

f. **Force Majeure.** In the event that either Party fails to perform its obligations under this Agreement in whole or in part and such failure arises from causes beyond the reasonable control and without the fault or negligence of such Party as a consequence of acts of God, fire, explosion, public utility failure, accident, labor disputes, flood, earthquake, embargoes, war, nuclear disaster or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability. In the event of any force majeure occurrence as set forth in this Section, the disabled Party shall use its best efforts to meet its obligations as set forth in this Agreement.

g. **Non-Exclusive Remedy.** No remedy or election under this Agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

h. **Modifications and Changes.** This Agreement, together with any attachments hereto, constitutes the entire Agreement between the Parties relating to the subject matter herein and supersedes any and all prior offers, negotiations and agreements. In the event of conflict with any other documents, the terms and conditions of this document prevail. This Agreement may only be amended by a written document signed by both Parties.

i. **Assignment: Specific Performance.** This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement shall not be assigned or transferred by either Party, except to a wholly owned Affiliate of such Party, without the prior
written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

j. **Waivers.** Failure or delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege.

k. **Severability.** If any provision or portion thereof of this Agreement is determined by a court decision, administrative rule or other governmental tribunal or agency to be invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, and such provision or portion thereof is not material to this Agreement, all other provisions of this Agreement shall nevertheless remain in full force and effect. If any provision of this Agreement which is held to be unenforceable is determined to be material to this Agreement, the Parties shall in good faith negotiate and attempt to reach agreement on a substitute provision which will give each Party the economic equivalent of what it may have lost by the determination.

l. **Headings.** The headings contained herein are for the convenience of reference only and are not intended to define, limit, expand or describe the scope or intent of any provision of the Agreement.

m. **Publication of Location.** CREDIT UNION is authorized to publish, and to authorize others to publish the location and availability of the ATM for informational purposes. CREDIT UNION is also authorized to publish the location and availability of the ATM for purposes of promoting the use of the ATM.

n. **Authority.** Both Parties covenant that the individual executing this document by and on behalf of such Party is duly authorized to execute contracts for that Party.

o. **Limitation of Liability.** IN NO EVENT SHALL DISTRICT BE LIABLE TO CREDIT UNION FOR LOST PROFITS OR SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, OR OTHERWISE, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

THIS LIMITATION OF LIABILITY INCLUDES ANY DAMAGES CLAIMED AS A RESULT OF ROBBERY, THEFT OR OTHER ILLEGAL ACTS CAUSED BY ANY THIRD PARTY TO THIS AGREEMENT

p. **Notices.** All notices, requests and approvals required by this Agreement (i) shall be in writing; (ii) shall be addressed to the Parties as indicated below unless notified in writing of a change in address; and (iii) shall be deemed to have been given either when delivered personally or by means of courier or, if sent by mail, three (3) days after postmarked, in which event it shall be sent postage prepaid, or, if sent by telegram, telex, telecopy or facsimile upon delivery thereof. The addresses of the Parties are as follows:

If to CREDIT UNION:  
SOLANO FIRST Federal Credit Union  
1000 Union Avenue  
P.O. Box 5040
q. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

In witness whereof, the parties have caused this Agreement to be executed by their officers thereunto duly authorized.

SOLANO FIRST FEDERAL CREDIT UNION

By: __________________________
Name: Russell C. Hatch
Title: President

SOLANO COMMUNITY COLLEGE DISTRICT

By: __________________________
Name: _________________________
Title: _________________________
ATM PLACEMENT AGREEMENT

ATTACHMENT A

ATM SITE LOCATION

(1) The ATM shall be installed and operational in Building 1400, the Student Union, Lobby, on the east wall. This installation is on the main SCC campus in Fairfield, CA.

ATM SURCHARGE AMOUNT - FEES

(2) The fee for cardholders using a non Solano First ATM or Check Card or non CO-OP branded ATM or Check Card will be $1.50 per transaction. These fees will be settled and distributed according to Article III, paragraph a. The fees due SCC will be remitted on a monthly basis.
AGENDA ITEM  10. (a)
MEETING DATE       August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW CLASS SPECIFICATIONS FOR POSITIONS IN THE
ADMINISTRATION LEADERSHIP GROUP –
DIRECTOR OF FINANCIAL AID (CLASSIFIED
MANAGER), DIRECTOR OF ADMISSIONS AND
RECORDS (CLASSIFIED MANAGER)

REQUESTED ACTION: INFORMATION

SUMMARY:

The following position descriptions were created in response to the District’s restructure. Attached are copies of the current position descriptions (to be deleted) and the new proposed position descriptions. The Director positions will be placed on Range 46 on the Administration Leadership Group salary schedule.

In accordance with Governing Board procedure, the position descriptions will be presented for Board action at the August 19, 2009, meeting under the Consent Calendar for Human Resources.

SUPERINTENDENT’S RECOMMENDATION: □ APPROVAL  □ DISAPPROVAL
☑ NOT REQUIRED  □ TABLE

Trudy Largent, Esq.
Interim Director of Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

July 24, 2009
NEW
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

CLASS TITLE: DIRECTOR OF FINANCIAL AID (Classified Manager)

BASIC FUNCTION:

Under the supervision of the Vice President of Student Services, the Director of Financial Aid is responsible for the leadership, management and administration of the student Financial Aid Office and its functions, including but not limited to accounting operations, budget preparation, preparation of federal, state and district reports; maintenance of Federal fund budgetary controls and regulatory compliance, and the delivery of funds and services to students. The Director maintains compliance with all federal, state and local regulations governing student aid programs; coordinates and oversees audits, compliance reviews and account reconciliations and ensures institutional compliance with relevant regulations and statutes.

The Director of Financial Aid is the designated official for the District in charge of all federal and state student financial aid programs and as such certifies that the District is in compliance with all federal and state regulations and laws governing the administration of student financial assistance programs; compiles and submits required reports to the Department of Education and the state Chancellor’s Office; administers the federal grant, loan, and work study programs; administers the state fee waiver and Cal Grant programs; advises senior management regarding federal mandates, implementation updates and compliance factors; prepares and submits applications for financial aid funds.

SPECIFIC DUTIES AND RESPONSIBILITIES

Use, at a high level, Manage a complex Enterprise Resource Planning (ERP) system which is used to coordinate the delivery of student financial aid and the maintenance of student financial aid records. Evaluate, assess and implement new and/or revised technology to address changing needs and requirements; troubleshoot student management computer system, Financial Aid Web, and other Financial Aid software issues. Provide leadership for the development and implementation of an automated financial aid system in conjunction with the Information Technology Department.

Recommend, interpret, and administer and update financial aid policies ensuring compliance with pertinent federal, state and local laws and contractual regulations; maintain liaison with federal, state, county and other agencies to answer questions, resolve problems, provide data, interpret and apply changes in rules and regulations concerning financial aid.
Coordinate financial aid operations with other appropriate college units, including Admissions and Records, Extended Opportunities Programs and Services, Fiscal Services, Informational Technology and the Counseling Division.

Establish program goals, objectives and measurements, and Student Services outcomes as reported in the annual unit plan.

Prepare and analyze detailed financial statements and forecasting reports; make recommendations based on results.

Research, analyze, develop and recommend departmental processes and procedures to increase and improve operational efficiency and to ensure proper controls and regulatory compliance.

Develop system for appropriate need analysis and determine individual student eligibility for various aid programs; verify documents and maintain student generated information used to determine eligibility for financial aid awards.

Participate in college outreach activities; direct and provide multilingual financial aid information and services (as possible) to current and prospective students.

Manage the student loan collection activities; and in collaboration with the Fiscal Services Office, develop and direct a loan default prevention program.

Prepare a variety of Financial Aid program related reports and correspondence including reports for the Governing Board; make public presentations to students, parents, faculty, staff and community groups.

Remain current with new innovations in Financial Aid higher education by regularly attending training meetings, workshops, conferences and financial aid professional organization meetings such as California Community Colleges Student Financial Aid Administrators Association (CCCSFAAA), California Association of Student Financial Aid Administrators (CASFAA), Western Association of Student Financial Aid Directors (WASFAA) and Free Application for Federal Student Aid (FAFSA).

Develop and provide strategic planning for Financial Aid programs and services.

Read, comprehend, interpret, implement, and ensure compliance with federal and state regulations and statutes governing Financial Aid programs and services including the Federal Pell Grant, Federal Supplemental Education Opportunity Grant, Federal Work Study, Federal Family Educational Loan Programs, Cal Grants, Board of Governor’s Fee Waivers, scholarships, and other related programs.

Design and implement a strong marketing, outreach and recruitment effort to inform students and community about financial aid opportunities and resources, and collaborate in the overall college
marketing, outreach and recruitment planning and activities.

Meet with students to resolve eligibility appeals, enrollment issues, dependency overrides, and payment of college fees and refunds, and, may refer students to appropriate student services; meet with students to resolve problems, conflicts, complaints and initiate corrective action.

Independently perform high-level decision work involving professional judgment in the interpretation and application of policy and procedures.

Coordinate and oversee audits, compliance review and account reconciliation, and ensure institutional compliance with relevant regulations, codes and statutes.

Direct, train, supervise and evaluate financial aid staff; conduct regular meetings with staff to inform them of program policies, procedures, and deadlines as needed; develop and write a procedures manual for Financial Aid and Veterans staff; provide for staff development.

Plan and control the District’s scholarship program to assure awarding of scholarships consistent with applicable requirements.

Perform related duties as required or assigned.

Provide evening supervision as scheduled.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:
Federal and state Financial Aid programs, rules and regulations.
Higher education mission, organization, operations, policies and objectives in community colleges.
Evaluation methods.
Budget preparation and control.
Principles and practices of program administration, supervision and staff development.
Effective interpersonal communication.
Policies, regulations, and objectives of assigned programs and activities.
Programs, functions, purposes and goals of the division/area.
Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
Effective practices and methods for program planning, developing, implementations, and evaluation.
Federal, State and local student financial aid and award programs, regulations and
guidelines.
Fundamental accounting and fiscal reporting procedures.
Modern office practices, procedures and equipment.
Data processing applications to financial aid needs analysis, accounting and record-keeping, ERP, Title IV WAN, and federal electronic software.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Oral and written communication skills.
Applicable sections of Federal Financial Aid State Education Code and other applicable laws.
Technical aspects of Financial Aid.
Interpersonal skills using tact, patience and courtesy.

ABILITY TO:
Work within complex, integrated ERP systems.
Coordinate activities with Information Technology Services
Design, develop, and propose modifications in order to meet student and Financial Aid needs.
Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.
Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.
Maintain current knowledge of program rules, regulations, requirements and restrictions.
Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.
Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.
Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.
Evaluate and support staff recommendations for program improvements and/or new program efforts.
Plan, coordinate, organize and direct Financial Aid, and related programs.
Read, interpret, explain and apply provisions of federal, state and local rules, regulations and guidelines related to financial aid programs.
Exercise sound, professional judgment in reviewing and screening applications for grants, work study, and loans to determine eligibility according to federal and State guidelines.
Add, subtract, multiply and divide quickly and accurately.
Establish and maintain cooperative and effective working relationships with other offices on and off campus.
Work independently with little direction.
Analyze situations accurately and adopt an effective course of action.
Maintain records and prepare clear and concise complex reports.
Work confidentially and with discretion.
EDUCATION AND EXPERIENCE

Bachelor’s degree from an accredited college or university is required; a master’s degree is preferred in business, public administration, student personnel education, social sciences, or a closely related field and demonstrated successful progressively responsible experience in Financial Aid. Two years experience as a Director or an Associate Director with a college, or three years of comparable experience in a supervisory or management capacity with a school district, or any equivalent combination of training and experience whereby an individual has attained the above knowledge and abilities.

RDC/zg-6/23/09
LW/lg-7/27/09

Board approved: _______________
CURRENT
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

CLASS TITLE:  DEAN OF SPECIAL SERVICES (FINANCIAL AID/EOPS/CARE/
STUDENT PLACEMENT SERVICES/TUTORING CENTER AND
SCHOLARSHIPS)

BASIC FUNCTION:

Under the supervision of the Vice President of Student Services, plan, organize, develop,
coordinate and direct the College’s financial aid services, Extended Opportunity Programs and
Services (EOPS), Tutoring Center, and student employment office; authorize financial aid
packages and assure compliance with federal, State and program requirements; supervise and
evaluate the performance of assigned personnel; provide leadership for faculty and staff in
offering quality support services for College students regardless of income, age, gender,
education level or physical limitations.

SPECIFIC DUTIES AND RESPONSIBILITIES

Plan, organize, coordinate and direct the College’s financial aid, EOPS, Tutoring Center, and
student employment programs; interpret, implement and maintain current knowledge of federal
and/or State guidelines concerning the financial aid and EOPS programs.

Review correspondence from students with unusual problems and resolve as appropriate;
interview and advise students regarding financial aid matters; conduct student appeals as
requested; forward unresolved appeals to the Financial Aid Advisory Committee.

Develop procedures necessary to properly package applications for financial aid; analyze
applications and verify eligibility in compliance with applicable State and federal regulations and
guidelines.

Prepare formal applications for government and private funds based on applicable demographic,
financial and personal considerations; prepare and verify expenditure reports required by State
and federal agencies.

Direct the work-study program including on and off-campus placements; communicate with
College administrators, public non-profit agencies and business leaders in the community to
develop employment opportunities for financially disadvantaged students.

Develop and implement policies and procedures; revise as necessary to comply with changes in
State and federal laws.

Manage and oversee financial aid computer information system used in student needs analysis,
awards and records maintenance; troubleshoot problems and resolve with management
information staff.

Coordinate with a variety of other departments to assure timely processing of financial aid and to disseminate program information; verify fund balances and academic standing; confer with data processing personnel regarding financial aid software.

Coordinate the awarding of scholarships and disbursement of scholarship funds.

Provide financial aid filing information to feeder high schools as appropriate; create and disseminate public and student financial aid applications, information, notices and publications.

Plan, develop, implement activities designed to recruit and retain students with special needs.

Plan, organize and develop instructional programs for the Tutoring Center, schedule classes and assign faculty; approve time sheets and evaluate program effectiveness.

Supervise curriculum development and related curriculum activities such as class scheduling and textbook selection; review and revise written materials regarding special services for brochures, College catalog and other publications.

Train, supervise and evaluate the performance of assigned personnel; provide for technical direction and guidance.

Prepare, submit and monitor the annual budget for areas of responsibility; research and approve expenditures for services, supplies and equipment according to established fiscal policies; manage financial resources consistent with District policy.

Attend, chair and conduct meetings and serve on committees and advisory boards related to the College’s special services and programs.

Work cooperatively with other administrators and supervisors to coordinate programs and services to meet the needs of nontraditional students.

Communicate with faculty and staff by holding regular unit and department meetings to facilitate planning and collegial decision-making and to keep staff informed about current issues and projects.

Provide leadership and direction in short and long range planning for the area; develop the three-year plan and program review procedures.

Serve on interview selection committees and assure compliance with District personnel policies, procedures and practices for the employment of faculty, classified staff, student workers and short-term, temporary and substitute employees.
Provide evening supervision as scheduled.

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES**

**KNOWLEDGE OF:**
Higher education mission, organization, operations, policies and objectives in community colleges.
Multiple methods of instruction as appropriate to the specific assignment.
Evaluation methods.
Curriculum development and instructional management as appropriate to the specific assignment.
Course articulation.
Steps in student matriculation.
Budget preparation and control.
Principles and practices of program administration, supervision and staff development.
Effective interpersonal communication.
Policies, regulations, and objectives of assigned programs and activities.
Programs, functions, purposes and goals of the division/area.
Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women and the disabled.
Effective practices and methods for program planning, developing, implementations, and evaluation.
Federal, State and local student financial aid and award programs, regulations and guidelines.
Fundamental accounting and fiscal reporting procedures.
Principles and techniques of interviewing.
Personal and financial problems of economically disadvantaged students.
Modern office practices, procedures and equipment.
Data processing applications to financial aid needs analysis, accounting and record-keeping, COCO/SAFERS software, Title IV WAN, and federal electronic software.
Principles and practices of administration, supervision and training.
Student employment programs.
Correct English usage, grammar, spelling, punctuation and vocabulary.
District organization, operations, policies and objectives.
Oral and written communication skills.
Applicable sections of State Education Code and other applicable laws.
Technical aspects of field of specialty.
Interpersonal skills using tact, patience and courtesy.
ABILITY TO:
Plan, organize, develop and evaluate the programs, activities and curriculum of a College academic division.
Coordinate the curriculum design, development, and modifications in order to meet student and community needs.
Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.
Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.
Maintain current knowledge of program rules, regulations, requirements and restrictions.
Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.
Understand the needs of the Division in the context of the overall academic program and participate with the Division Deans to set goals and priorities for the College as a whole.
Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.
Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.
Evaluate and support faculty and staff recommendations for program improvements and/or new program efforts.
Work collaboratively with faculty to develop an effective Schedule of Classes to produce a high quality program.
Work within Board/District approved guidelines to establish positive media and community relations.
Plan, coordinate, organize and direct financial aid, EOPS, tutoring, and student placement.
Read, interpret, explain and apply provisions of federal, State and local rules, regulations and guidelines related to financial aid programs.
Interrelate effectively with socially disadvantaged students.
Exercise sound, professional judgment in reviewing and screening applications for grants, work study, and loans to determine eligibility according to federal and State guidelines.
Communicate effectively both orally and in writing.
Add, subtract, multiply and divide quickly and accurately.
Establish and maintain cooperative and effective working relationships with other offices on and off campus.
Work independently with little direction.
Analyze situations accurately and adopt an effective course of action.
Meet schedules and time lines.
Plan and organize work.
Train, supervise and evaluate personnel.
Maintain records and prepare clear and concise complex reports.
Work confidentially and with discretion.

EDUCATION AND EXPERIENCE

Any combination equivalent to: Master’s degree in a discipline related to the assigned area, and one year of formal training, internship, or leadership experience reasonably related to the administrator’s administrative assignment and two years of experience in a related area.

SD/zg 2/8/00; 5/8/00
Board approved: 6/7/00
NEW
SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

CLASS TITLE: DIRECTOR OF ADMISSIONS AND RECORDS (Classified Manager)

BASIC FUNCTION:

Under the general supervision of the Vice President of Student Services, the Director of Admissions and Records serves as the College registrar, plans and directs all procedures relating to the registration, admission of students, and award verifications; develops and implements processes that support the Admissions and Records office; consults with and advises district administration, division deans, and faculty regarding state regulations and district policies, including records access policy and procedures; and serves as the official records officer, coordinates the key resources of the college associated with attendance accounting, admissions, registration, research and data related to enrollment.

The incumbent will have a high frequency of responsible contact with administrative and professional staff, students, and other public/private agencies requiring tact and excellent communication skills, and may perform other related duties as required.

REPRESENTATIVE DUTIES

Manage a complex Enterprise Resource Planning (ERP) system for the registration, recording and reporting of information pertaining to student enrollment, attendance, grades, and certifies eligibility for degrees and certificates. Provide leadership for the development and implementation of an automated admissions and records system in conjunction with the Information Technology Department.

Direct the process of admitting students, including the determination of California residency, and the maintenance of accurate, current student demographic information.

Oversee the collection and maintenance of rosters and grades from faculty, and review petitions for changes of grade.

Prepare accurate and timely attendance accounting and other reports mandated by state and federal agencies; develop and maintain appropriate enrollment accounting procedures; interpret state attendance accounting procedures, and coordinate College attendance accounting with the offices of Information Technology, Academic Affairs, and Fiscal Services.

Direct the evaluation and certification of individual student records related to eligibility for the Associate of Arts or Science degree and Certificate of Achievement, transfer to other education institutions, Veterans Affairs, and benefits from various government agencies or programs.
Coordinate the overall management and submission of reports required by Federal, State, and local agencies, including apportionment, student demographic, and degree information; and coordinate the reporting of apportionment related information to the Chancellor's Office of the California Community Colleges. Manage and monitor processes that ensure compliance with state law in the area of admissions, apportionment, and student record keeping; review State and local policy and recommend changes as appropriate.

Participate in the search and selection process for all assigned staff; supervise, train and evaluate staff under his/her direction, including those in the Assessment Center.

Administer the program for the admission of concurrently enrolled high school students, and provide leadership in enrollment development efforts.

Direct the gathering, reporting and analysis of student enrollment statistics, college FTES information, including preparation of enrollment projections and related research studies.

Prepare reports as needed for presentation to the Governing Board.

Oversee adjudication of student petitions and appeals for waiver of college rules and regulations. Receive, assess, and resolve student complaints regarding Admissions and Records and the Assessment Center.

Analyze, recommend and evaluate enrollment/registration modes (mail, in-person, telephone, web, new technology.)

Resolve complex enrollment programs identified by instructional deans, faculty, staff and students; provide training as needed.

Notify faculty and staff regarding policy and procedures for recording and reporting grades and attendance.

Review the college catalog and schedule information as it relates to all aspects of admissions, registration and records, and make necessary revisions; develop and update publications in area of assignment.

Coordinate with the counseling department and representatives of high schools and other agencies and institutions to provide information on admissions, and registration requirements; participate in activities for potential students.

Establish and maintain liaisons with other community colleges, four-year colleges and other professional organizations to coordinate policies and procedures on admissions, registration, and transfer of students. Attend meetings, conferences, seminars and other professional venues such as web seminars to keep informed of policy changes. Ensure delivery of program services to the college community.
Establish deadlines, academic calendar dates, and reporting requirement dates as required by state law and local policy, and systematically distribute such information to all segments of the campus.

Prepare recommendations for, and manage the annual budget for the Admissions and Records Office, Student Learning Outcomes, Assessment and other areas within scope of assignment.

Serve on and/or chair district/college committees as required or assigned.

Conduct special studies, serve on special assignment and generate reports as required or assigned; perform related duties as required or assigned.

**KNOWLEDGE AND ABILITIES**

**KNOWLEDGE OF:**
Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Policies, procedures, functions and organization of a college Admissions and Records Office.

Applicable laws, codes and regulations, policies and procedures including **Title 5** and **California Education Code**;

Capabilities and applications of data processing systems (ERP) as applied to admissions and records functions, inclusive of online admissions, registration, and electronic document imaging;

Computer operations, systems, and related software programs;

Basic college curricula;

Principles and practices of administration, supervision, and training, including techniques in supervision;

Graduation and transfer requirements;

Modern automated record-keeping systems;

Application processes;

Computer software applications including spreadsheet, database and word processing programs;

Principles and practices of administration, supervision and training;

Oral and written communication skills;

Correct English usage, grammar, spelling, punctuation and vocabulary;

District organization, operations, policies and procedures of assigned program and activities;

Interpersonal skills using tact, patience and courtesy;

Budget preparation and control.

**ABILITY TO:**
Work within complex, integrated ERP systems.
Plan, organize, coordinate and control the activities and functions of the Admissions and Records Office.
Direct the College's admissions, registration, records maintenance functions, and Assessment.
Develop, revise and implement policies, procedures and guidelines related to assigned functions.
Train, supervise and evaluate personnel.
Communicate effectively both orally verbally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Maintain records and prepare reports.
Read, interpret, apply and explain rules, regulations, policies and procedures.
Maintain current knowledge of program rules, regulations, requirements and restrictions to assure institutional compliance.
Analyze situations accurately and adopt an effective course of action.
Coordinate activities with Information Technology Services operation.

EDUCATION AND EXPERIENCE

Bachelor's degree from an accredited college or university is required; a master's degree is preferred. Two years experience as a Director or Registrar, or an Admission’s Officer with a college or three years of comparable experience in a supervisory or management capacity with a school district; or any equivalent combination of training and experience whereby an individual has attained the above knowledge and abilities.

RDC/zg-6/18/09
LW/1g-7/27/09 draft #3

Board approved: ____________
CURRENT
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

CLASS TITLE: DEAN OF ADMISSIONS & RECORDS

BASIC FUNCTION:

Under the direction of the Vice-President of Student Services, plan, organize and coordinate management of admissions, registration, enrollment accounting and reporting, and record keeping in accordance with State and federal codes and regulations, District and College policies and procedures and professional ethics; supervise and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES:

Provide managerial direction including planning, goal setting, implementation, coordination, evaluation and accountability for admissions, matriculation, registration, records maintenance and awarding of degrees.

Supervise and evaluate the performance of assigned personnel; participate in the screening and recommendation of applicants for positions in areas of responsibility.

Prepare, submit and monitor the annual budget for areas of responsibility; research and approve expenditures for services, supplies and equipment according to established fiscal policies.

Plan, implement, evaluate and revise admissions and registration processes and procedures for student enrolled in regular, summer or special programs offered by the College.

Provide technical expertise and information to College administrators, faculty and students.

Participate in the development and enhancement of automated systems; maintain current knowledge of hardware and software capabilities; provide major input to long-range software planning decisions.

Produce accurate and timely attendance accounting and other reports mandated by State and federal agencies; develop and maintain appropriate enrollment accounting procedures.

Interpret State attendance accounting procedures and coordinate College attendance accounting with the offices of Computer Services and Instruction.

Develop and prepare appropriate enrollment data and attendance reports as required or requested by the District and the State.

Direct the evaluation and certification of individual student records related to transfer to
other educational institutions, athletic eligibility, selective service deferments and eligibility for benefits from various government agencies or programs.

Direct the admissions component of the District's Matriculation Plan.

Direct the evaluation of individual student records to determine students' eligibility for the Associate of Arts or Science degree and Certificate of Achievement; counsel and advise individual students on matters related to graduation and certification.

Establish and maintain on-going communication with other community colleges, four-year colleges and professional organizations to coordinate policies and procedures on admissions, registration and transfer of students.

Supervise the dissemination of general information on admissions and registration to the community.

Plan and coordinate research projects related to areas of responsibility.

Conduct staff meetings and in-service training workshops; develop and revise procedures as needed.

Communicate with the Vice-President of Student Services and appropriate managers concerning admissions, registration and graduation deadlines, State audit regulations, statistics and changes in State regulations.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Diversity/Equal Opportunity policy practices that lead to increased understanding of,
sensitivity to, and respect for diverse cultural groups, women, and the disabled.
Policies, procedures, functions and organization of a college Admissions and Records Office.
State and federal laws, codes and regulations related to admissions, registration,
matriculation and records maintenance.
Graduation and transfer requirements.
Modern automated record-keeping systems.
Computer software applications including spreadsheet, database and word processing programs.
Principles and practices of administration, supervision and training.
Oral and written communication skills.
Correct English usage, grammar, spelling, punctuation and vocabulary.
District organization, operations, policies and objectives.
Interpersonal skills using tact, patience and courtesy.
Policies and objectives of assigned program and activities.
Budget preparation and control.

ABILITY TO:
Plan, organize, coordinate and control the activities and functions of the Admissions and Records Office.
Direct the College's admissions, registration, matriculation and records maintenance functions.
Develop, revise and implement policies, procedures and guidelines related to assigned functions.
Assure compliance with State, federal and College regulations, requirements, policies and mandates.
Train, supervise and evaluate personnel.
Communicate effectively both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Maintain records and prepare reports.
Read, interpret, apply and explain rules, regulations, policies and procedures.
Maintain current knowledge of program rules, regulations, requirements and restrictions.
Analyze situations accurately and adopt an effective course of action.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: master's degree and three years experience related to subject area.

EVF/zg:11-5-04
Board approval 12/15/04
AGENDA ITEM 10. (b)  
MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISED CLASS SPECIFICATIONS FOR POSITIONS IN  
THE ADMINISTRATION LEADERSHIP GROUP –  
DIRECTOR OF RESEARCH & PLANNING (CLASSIFIED MANAGER), EXECUTIVE COORDINATOR – SPECIAL PROJECTS (CONFIDENTIAL)

REQUESTED ACTION: INFORMATION

SUMMARY:
The following position descriptions were revised in response to the District’s restructure. The Director of Research & Planning position description language to be deleted is lined through and the proposed new language is in bold print. There is no change in salary placement for this position; current placement is Range 40.

There are two position descriptions attached for the Executive Coordinator position. The first is the current position description and the second is the proposed position description. There is no change in salary placement for this position; current placement is Range 35.

In accordance with Governing Board procedure, the position descriptions will be presented for Board action at the August 19, 2009, meeting under the Consent Calendar for Human Resources.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Trudy Largent, Esq.  
Interim Director of Human Resources

PRESENTIER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration  
ORGANIZATION

July 24, 2009  
DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

July 24, 2009

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REVISED
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

CLASS TITLE: DIRECTOR OF RESEARCH AND PLANNING

BASIC FUNCTION:

Under the direction of the Vice President of Student Services/Superintendent/President, perform duties related to development and management of a college research office; coordinate strategic planning and research efforts; program review; responsible for development and dissemination of planning information, enrollment trends, and required internal and state/federal external reports. Provide assistance and counsel in the analysis and interpretation of academic and administrative data in support of decision making and policy formation; coordinate external environmental scanning. Responsible for the implementation and use of the Operational Data Store (ODS) system for the College. Leads the College’s ongoing institutional effectiveness program.

REPRESENTATIVE DUTIES:

Work closely with all administrative offices and College committees in determining research projects.

Prepare, maintain and report on a variety of comprehensive statistical studies related to enrollment, matriculation, demographics, test scores, course work and other mandated information; assure the timely processing and distribution of reports to State agencies and College administrators.

Validate the accuracy of the College’s Apportionment Attendance Reports (CCFS-320) to the Chancellor’s Office.

Foster and enhance a research-positive environment within the institution that supports data-driven decision making.

Conceptualize, design and execute research projects by establishing framework, data elements and methodology and compile and analyze complex statistical data and report findings in narrative or graphic formats.

Develop, format, write and edit formal published reports, as required by the College and the State or other external agencies; prepare informal written reports and make oral presentations to the Board of Trustees, individuals and small groups, both on and off campus as appropriate.

Provide technical expertise to faculty and staff regarding research projects and methodology.

Maintain contacts with off-campus research sources and organizations.
May work on research projects in cooperation with other agencies and academic institutions and coordinate staff activities involved in participation in such projects.

Through continued study and participation in professional organizations, maintain current in the fields of organizational planning and post-secondary education, writing summaries, as appropriate, and advising staff and others regarding practical applications.

Coordinate and support a broad-based, comprehensive, collaborative program of District planning, which incorporates the outcomes of program review, accreditation, and other on-going evaluation programs.

Serve as the Facilitator and a resource staff member for the District’s Strategic Planning Coordinating Council/Shared Governance Council, assisting this body in gathering data for, drafting, and publishing the District’s annual report.

Serve as the Facilitator for the District’s Process Evaluation and Review Team (PERT).

Coordinate and maintain the District’s Educational Master Plan plans, which incorporates incorporating program reviews, internal and external data scans, and curriculum planning needs assessments.

Identify primary institutional source data and external local, State and national demographic data to be used in research projects and reports.

Conceptualize and interpret complex data and develop clear, concise recommendations to effectuate improvement in programs, planning and strategic goals.

Evaluate progress toward achievement of adopted goals, recommending actions where appropriate.

Develop systematized methods for the gathering of data, including staff evaluations, workload measures, and program review.

Prepare and administer the budget for the Office of Research and Planning, ensure expenditures are correctly recorded and account balances are sufficient to cover costs.

Hire, orient, train, assign, schedule, supervise and evaluate office staff, assuring that applicable regulations and policies are adhered to and applied correctly.

Maintain work unit standards for service efforts and other quality control measures and facilitate improvements in quality of staff efforts.

Assist in administration of the District’s collective bargaining agreements, as appropriate.

Serve on appropriate committees and represent management, as requested.

Perform related duties as assigned.
KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women, and the disabled.
Local and State planning and evaluation processes.
Research methodology and statistical analyses related to student services, testing, curriculum and administrative functions.
Compilation, analysis and distribution of complex data.
Enrollment, admission and matriculation procedures and regulations.
Oral and written communication skills, including formal report and technical writing.
Personnel management practices and techniques of supervision.
Interpersonal skills, using tact, patience and courtesy.
Budget preparation and control techniques.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Modern office practices, procedures and equipment, including operation of a microcomputer, laser printer and database, spreadsheet, word processing, and statistical software.

ABILITY TO:
Design and develop structured data-gathering and analysis systems, including survey questions.
Design and implement data-collection systems in support of institutional planning, both operational and strategic.
Prepare, format, edit and distribute narrative and statistical reports.
Develop special analytical studies related to matriculation components, curriculum, instructional programs, and college management.
Operate a microcomputer and a variety of spreadsheet, database and word processing programs.
Communicate effectively, both orally and in writing.
Demonstrate an understanding and sensitivity to the diverse socio-economic, cultural and ethnic background of all employees, including the disabled.
Establish and maintain cooperative and effective working relationships with others.
Analyze situations accurately and adopt an effective course of action.
Work independently with little direction.
Plan and organize work.

EDUCATION AND EXPERIENCE:
Any combination equivalent to: a master’s degree, including or supplemented by course work in statistics, research methodology or closely related fields, and two years of experience in institutional or educational research and administration; community college experience desired.

SD/zg: 5/24/99
Board approved: 6/16/99
REVISED
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

POSITION TITLE: EXECUTIVE COORDINATOR – SPECIAL PROJECTS
(Confidential)

BASIC FUNCTION:

Under the direction of the Superintendent/President, the Executive Coordinator – Special Projects position supports the Superintendent/President with his constituents’ meetings such as Superintendent/President’s Cabinet, Administrative Leadership Group, and Shared Governance Council; provides follow-up on information requested by the Superintendent/President; supplies logistical support for Strategic Plan development; serves as a conduit for grant services; and provides administrative duties in support of the Solano Community College Education Foundation Board and its fundraising activities.

REPRESENTATIVE DUTIES:

Maintains strict confidentiality of all matters involved with the Governing Board, Superintendent/President, and SCC Education Foundation.

Works cooperatively with the Superintendent/President and Superintendent/President’s Cabinet to carry out the District’s Mission, Goals, and Objectives for the College.

Sets meeting schedules, prepares agendas and meeting minutes for the Shared Governance Council.

Secures information, schedules meetings, keeps notes, and monitors deadlines in connection with the Strategic Plan of the College.

Researches and disseminates relevant information to the College community as appropriate; provides information regarding grants, using resources provided by the Superintendent/President; seeks information in connection with grants and shares same with College personnel; supports staff of Academic Affairs and Student Services in grant development for their programs when appropriate; drafts proposals for grant applications; and develops periodic reports for the Superintendent/President, summarizing grant and fund activities.

Controls the formatting, updating, and distribution of the District’s Policies and Procedures. Verifies references, prepares, develops, and recommends new policies and procedures as appropriate, and interprets the District’s Policies and Procedures.

Prepares meeting agendas and minutes, drafts correspondence, notifies appropriate individuals about specific information, maintains the donor database and office files, and processes mail for
the SCC Education Foundation. Supports the SCC Education Foundation receptions and events with the community. Monitors the budget for the SCC Education Foundation, ensuring that expenditures are correctly recorded and account balances are sufficient to cover costs. Attends regular meetings of the SCC Education Foundation Board.

Schedules meetings and events between the Education Foundation Board and the Governing Board.

Anticipates needs and initiates activity to resolve minor problems and responds to and assists the Superintendent/President in resolving difficult and sensitive inquiries, complaints, and requests for information and assistance.

Composes correspondence on own initiative on matters not requiring personal responses of the Superintendent/President; researches and compiles statistical and narrative data for reports; responds to various surveys.

Assists and works with auditors and consultants on various administrative projects.

Secondary Functions:
Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requisites listed below are representative of the knowledge, skill, and ability required for this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: Completion of an Associate Degree or the equivalent of six years of complex administrative office work, including two years as a confidential assistant to an executive administrator. Experience in a community college environment is desirable. Secretarial/administrative assistant experience may be substituted on a year-for-year basis for the two years of college. Bachelor’s Degree is desirable but not required.

LANGUAGE SKILLS:
Ability to read, interpret, apply, and explain District Policies and Procedures as well as regulations.
Ability to analyze situations carefully and adopt effective courses of action.
Ability to communicate clearly and concisely, both orally and in writing.
Ability to compile information and compose reports, correspondence, and procedure manuals using correct English, grammar, spelling, punctuation, and vocabulary.
Ability to review, edit, and proofread written documents for completeness and accuracy.

MATHEMATICAL SKILLS:
Ability to add, subtract, multiply, and divide in all units of measure, using whole
numbers, common fractions, and decimals.

REASONING ABILITY:
Possesses ability to solve practical problems and deal with a variety of situations.
Demonstrates ability to interpret instructions from a written, oral, diagram, or schedule format.

OTHER SKILLS AND ABILITIES:
Exhibits knowledge of principles and practices of supervision and training.
Operates an electronic keyboard accurately at 70 words per minute.
Records and transcribes information accurately at 120 words per minute.
Demonstrates efficient and effective communication techniques and etiquette as well as a sensitivity to relate to persons with diverse, socioeconomic, cultural, and ethnic backgrounds, including persons with disabilities.
Works independently, with speed and accuracy, on a variety of complex projects and detailed tasks.
 Implements good judgment in recognizing the scope of authority.
Establishes and maintains cooperative and effective working relationships with others using tact, patience, and courtesy.
Demonstrates knowledge of modern office practices, record keeping techniques, procedures, research methods, and equipment.
Manages office operations, meeting demanding schedules and multiple timelines.
Operates computer terminal, typewriter, copier, calculator, and facsimile machine.
Performs advanced-level word processing and spreadsheet functions using Word, PowerPoint, and Excel, and maintains data base documents.
Prepares and analyzes data such as charts and graphs.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file papers, speak clearly and distinctly to answer telephones and provide information, and hear and understand voices over the telephone and in person. Employees in this classification are occasionally required to attend meetings and pick up or deliver materials at other campus locations.

Employees assigned to this classification must regularly lift, carry, and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to
adjust focus (ability to adjust the eye to bring an object into sharp focus).

**WORK ENVIRONMENT:**

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

JL/no-7/30/09

Board approved: ____________
CURRENT
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION

POSITION TITLE: EXECUTIVE COORDINATOR (Confidential)
SUPERINTENDENT/PRESIDENT AND GOVERNING BOARD

BASIC FUNCTION:

Under the direction of the Superintendent/President, the Executive Coordinator serves as the chief executive support staff to the Superintendent/President and the coordinator of Governing Board administrative functions for the District; serves as recorder for the Governing Board, acts as liaison between the Superintendent/President, Governing Board, District Counsel, administration, faculty, staff and the community; coordinates assigned activities with other departments and outside agencies; supervises assigned clerical staff and coordinates operations of the Superintendent/President/Governing Board’s Office.

REPRESENTATIVE DUTIES:

Works cooperatively with the Superintendent/President and Executive Council to carry out the District’s mission, goals and objectives of the College. Assists and oversees preparation of strategic planning agendas, minutes and documents.

Controls the format, updates and distributes the District’s policies and procedures manual. Verifies references and prepares, develops, and recommends new policies and procedures. Interprets District policies and procedures.

Monitors the budgets for the Superintendent/President, Governing Board, accreditation and other budgets under the Superintendent/President’s responsibility. Ensures that expenditures are correctly recorded and account balances are sufficient to cover costs; makes recommendations to the Superintendent/President on expenditures and allocations.

Anticipates needs and initiates activity to resolve minor problems; responds to and assists the Superintendent/President in resolving difficult and sensitive inquiries, complaints and requests for information and assistance. Assists District counsel in preparing materials for legal matters.

Coordinates and establishes office procedures and operation in the office of the Superintendent/President and Governing Board.

Plans, organizes, coordinates, and directs office workflow and makes workload assignments in the office of the Superintendent/President and Governing Board ensuring timelines are met; assigns projects, supervises personnel and oversees final product.
Coordinates, compiles, organizes, prepares and oversees the duplication of Board agendas, minutes, Board meeting materials and the annual agenda planning calendar.

Prepares agenda, meeting calendar and back-up materials for Executive Council. Attends regular and special meetings as well as retreats of the Governing Board, records minutes, prepares minutes, distributes minutes and maintains official records of Board minutes, agendas and resolutions.

Serves as liaison for the Governing Board and Superintendent/President with the community and staff via the District’s website.

Assists the Superintendent/President in general administrative operations, maintaining information for the Board Resource Manual, interpreting Brown Act regulations, projects such as organization of trustee boundaries within the District and Board elections.

Oversees agendas, attachments, minutes, meeting calendar and backup for Shared Governance Council.

Works with interview chairs and Human Resources in second interview schedules with the Superintendent/President for faculty and management hiring.

Coordinates staff recognition materials and events; coordinates receptions and social functions and meetings for the Superintendent/President with the staff and community.

Maintains appointment schedules and calendars; arranges meetings, conferences, workshops, appointments for Superintendent/President and eight Governing Board members.

Composes correspondence on own initiative on matters not requiring personal responses of the Superintendent/President; researches, and compiles statistical and narrative data for reports; responds to various and sundry surveys.

Screens mail for crucial and confidential matters requiring the Superintendent/President’s immediate attention.

Monitors filing of statements of economic interests for designated employees of the District; prepares necessary correspondence for annual assuming and leaving office statements; maintains official District files for economic interest statements.

Types and prepares information of a confidential nature, including responses from the Superintendent/President and Governing Board to grievances and legal matters; receives and distributes, as directed, collective bargaining information. Prepares monthly expense reports for Superintendent/President.

Makes comprehensive travel arrangements and prepares and oversees documentation for travel requests and reimbursements for Superintendent/President and Board members.
Oversees monthly compensation reports for Governing Board. Oversees parking permit system for Superintendent/President and Governing Board.

Types evaluations of administrators supervised by the Superintendent/President, types the Superintendent/President’s evaluation and assists the Governing Board President with tabulations, types the Governing Board’s self-evaluation; prepares and distributes the evaluation instruments for the Superintendent/President and the Governing Board.

Establishes and maintains records and files for the Superintendent/President and Governing Board; oversees record retention.

Assists and works with auditors and consultants on various administrative projects.

**Secondary Functions:**

Performs related duties as assigned.

**MINIMUM QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION AND EXPERIENCE:** Completion of an AA/AS degree or the equivalent and six years of complex administrative office work, including two years as a confidential assistant to an executive administrator. Experience in a community college environment is desirable. Secretarial/administrative assistant experience may be substituted on a year-for-year basis for the two years of college.

**LANGUAGE SKILLS:**
Ability to read, interpret, apply and explain District policies, procedures and regulations. Ability to analyze situations carefully and adopt effective courses of action. Ability to communicate clearly and concisely, both orally and in writing. Ability to compile information and compose reports, correspondence and procedure manuals using correct English, grammar, spelling, punctuation and vocabulary. Ability to review, edit and proofread written documents for completeness and accuracy.

**MATHEMATICAL SKILLS:**
Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.

**REASONING ABILITY:**
Ability to solve practical problems and deal with variables in situations.
Ability to interpret a variety of instructions from a written form, general oral, diagram or schedule form.

OTHER SKILLS AND ABILITIES:
Principles and practices of supervision and training.
Operate an electronic keyboard accurately at 70 words per minute.
Record and transcribe information accurately.
Efficient and effective communication techniques and etiquette.
Demonstrate a sensitivity to relate to persons with diverse, socioeconomic, cultural and ethnic backgrounds, including the disabled.
Work independently on a variety of complex projects and detailed tasks with speed and accuracy.
Exercise good judgment in recognizing the scope of authority and exercising care in administrative detail.
Establish and maintain cooperative and effective working relationships with others using tact, patience and courtesy.
Demonstrate knowledge of modern office practices, record keeping techniques, procedures, research methods and equipment.
Manage office operations meeting demanding schedules and multiple timelines.
Operate computer terminal, typewriter, copier, calculator, Dictaphone and facsimile machine.
Perform advanced level word processing functions (i.e., Word, Power Point), spreadsheet (i.e., Excel), and data base documents.
Office management techniques to include preparation of analytical data such as charts and graphs.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information and hear and understand voices over telephone and in person. Employees in this classification are occasionally required to attend meetings or to pick up or deliver materials at other campus locations.

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
WORK ENVIRONMENT: The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

PC/zg:11/4/99
Board approval: 3/2/00
Revised: 8/24/07
AGENDA ITEM 10.(c)  MEETING DATE August 5, 2009

SOLANO COMMUNITY COLLEGE DISTRICT  GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISION OF THE 6000 SERIES OF THE BOARD POLICIES

REQUESTED ACTION: INFORMATION

SUMMARY:
During the 2008-2009 academic year, all Board Policies in the 6000 Series (Academic Affairs) were reviewed and revised, if needed, for compliance with changes to Title 5 and California Education Code as recommended by the Community College League of California. Proposed revisions to policies and associated administrative procedures were reviewed and endorsed by the Executive Cabinet and Shared Governance Council.

The Office of Academic Affairs submits to the Governing Board for information revisions to Board Policy 6000 (Course Repetition); 6010 (Course Auditing); 6020 (Open Enrollment in Courses); 6023 (Prerequisite, Co-requisites, and Course Advisories); 6025 (Remedial Coursework Limit); 6030 (Required Instructional and Other Materials); 6040 (Credit by Exam); 6060 (Fingerprinting Prerequisite for Early Childhood Education Field Practice Classes); 6100 (Program and Curriculum Development); 6200 (Graduation Requirements for Degrees and Certificates); 6205 (Philosophy and Criteria for Associate Degree and General Education); 6400 (Field Trip Authorization); 6411 (Grade Changes); 6412 (Grading Record Retention), and 6430 (Academic Freedom).

Note: Administrative procedures have been included for information only.

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

Robin L. Steinback, Ph.D.  Vice President, Academic Affairs

PRESENTERS NAME

4000 Suisun Valley Road

ADDRESS

707-864-7226

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

July 24, 2009

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POLICY: Pursuant to regulations established by the Board of Governors of the California Community Colleges, course repetition is allowable under the following conditions:

1) To alleviate substandard work. If the student has a grade of D, F, or NC in a course at SCC or from another accredited college or university, the course may be repeated.

2) Under special circumstances, students may repeat courses in which a "C" or better grade was earned. The special circumstances are defined in administrative procedures.

   Students may repeat [Board to determine limits, if any] in which substandard grades (less than "C") were earned.

   When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.

3) Courses may be designated as repeatable if the course content differs each time offered and all skills or proficiencies are enhanced by supervised repetition, or a) active participatory experience in individual or group assignments is the basic means by which learning objectives are obtained.

   Procedures for approving repeatability of courses shall be incorporated in the course approval process and referred to the Governing Board for final approval.

REFERENCES/AUTHORITY
California Code of Regulations, Title 5, Sections 55761, 55765, 55040, 55041, 5044, 58161

RLS: nb
BP6000

ADOPTED: June 7, 1978
Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

COURSE REPETITION

PROCEDURES

Under special circumstances, students may repeat courses in which a “C” or better grade was earned.

Students are allowed to repeat a course without petition when repetition is necessary to enable that student to meet a legally mandated training requirement as a condition of volunteer or paid employment. Students can repeat such courses any number of times, even if they received a grade of “C” or better; however, the grade received by the student each time will be included in calculations of the student’s grade point average.

Students may repeat activity courses that have been designated as activity courses and where it is found that the course content differs each time it is offered to enhance the skills and proficiencies of the student. Activity courses are defined as career technical courses where the content differs each time the course is offered, but the primary educational activity remains the same. Examples of activity courses include physical education and courses in music, fine arts, theater, and dance. Absent substandard academic work courses may not be repeated for more than three semesters or five quarters including summers and intersessions.

Students with disabilities can repeat a special class for students with disabilities any number of times when an individualized determination verifies that such repetition is required as a disability-related accommodation.

Students are allowed to repeat a cooperative work experience course if a college only offers one course in cooperative work experience. Where only one work experience course is offered, students may be permitted to repeat this course any number of times as long as they do not exceed the limits on the number of units of cooperative work experience set forth in Title 5 Section 55253(a).

REFERENCES/ AUTHORITY: California Code of Regulations, Title 5, Sections 55041, 55042, 55253

RLS:nb
AP6000

GOVERNING BOARD REVIEW:

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
PROCEDURES

Students may be permitted to enroll invariable unit open-entry/open-exit courses as many times as necessary to enable them to complete the entire curriculum of the course once.

Students may not repeat variable unit open-entry/open-exit courses unless:

- The course is required for legally mandated training; or
- The course is a special class for students with disabilities which needs to be repeated; or
- Repetition of the course is justified by extenuating circumstances; or
- The student wishes to repeat the course to alleviate substandard work.

Whenever a student enrolls in a physical education activity course offered for open-entry/open-exit, the enrollment will count as a repetition of the course.

When a course is repeated due to a significant lapse of time, the District may disregard the previous grade and credit when computing a student’s grade point average.

REFERENCES/AUTHORITY: California Code of Regulations, Title 5, Sections 55044.
SOLANO COMMUNITY COLLEGE DISTRICT

COURSE AUDITING 6010

POLICY: Students may audit courses.

The fee for auditing courses shall be no more than $15.00 per unit. Students enrolled in classes to receive credit for ten (10) or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester. Departments shall designate courses which may be audited.

No student auditing a course shall be permitted to change his or her enrollment in that course to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in desiring to take the course for credit towards a degree or certificate.

Classroom attendance of students auditing a course shall not be included in computing the apportionment due a community college district.

Students shall be informed of the following conditions for auditing: 1) student participation in the class is subject to instructor discretion; 2) no grades or credit shall be awarded and no transcript or record maintained; 3) auditors may not change their status in the course from auditor to credit student or vice versa; and 4) audit fees shall not be refunded.

Priority in class enrollment shall be given to students desiring to take the course for credit. Petitions to audit a course will be accepted after class size enrollment requirements have been determined for credit students.

REFERENCES/AUTHORITY: California Education Code, Section 76370
Solano Community College District Governing Board

RLS:nb
BP6010

ADOPTED: November 19, 1986
December 19, 2001
January 17, 2007

REVISED: 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009

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SOLANO COMMUNITY COLLEGE DISTRICT

OPEN ENROLLMENT IN COURSES

POLICY: Unless specifically expressly exempted by State statute, every course section or individual course which is eligible for state apportionment shall be open for enrollment by any person who has been admitted to the College, meets the course prerequisites and has paid required fees. The course must be open to enrollment by the general public, in accordance with section 58051.5 and article 1 (commencing with section 58100) of subchapter 2 of the chapter.

The Open Enrollment Policy shall be published in the College Catalog and Schedule of Classes.

REFERENCES/AUTHORITY: California Code of Regulations, Title 5, Sections 58050, 58051, and 58051.5

RLS: mb
BP6020

ADOPTED: November 19, 1986
December 19, 2001
January 17, 2007

REVISED: 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

PRE-REQUISITES, CO-REQUISITES, AND COURSE ADVISORIES 6023

POLICY: The Solano Community College District shall establish procedures for establishing, reviewing, and challenging of pre-requisites, co-requisites, course advisories, and certain limitations on enrollment in a manner consistent with law and good practice.

The Superintendent/President or Designee is authorized to establish pre-requisites, co-requisites and advisories on recommended preparation for courses in the curriculum. All such pre-requisites, co-requisites and advisories shall be established in accordance with the standards set out in Title 5. Any pre-requisites, co-requisites, or advisories shall be necessary and appropriate for achieving the purpose for which they are established. The procedures shall include a way in which a pre-requisite or co-requisite may be challenged by a student on grounds permitted by law. Pre-requisites, co-requisites and advisories shall be identified in District publications available to students.

AUTHORITY: California Code of Regulations, Title 5, Section 55200
55000 and 55003

RLS:nb
BP6023

ADOPTED: June 15, 1994
December 19, 2001
January 17, 2007

REVISED: 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
POLICY:

(a) This section implements and should be read in conjunction with the provisions of section 68 of chapter 973 of the Statutes of 1998, relating to the establishment of a limit on the amount of remedial coursework community college students may take. For the purposes of this section, “remedial coursework” refers to precollegiate basic skills courses as defined in subsection (d) of section 55502 of this part.

(b) A student’s needs for remedial coursework shall be determined using appropriate assessment instruments, methods, or procedures administered pursuant to chapter 6 (commencing with section 55500) of division 6 of this part. However, except as provided in subsection (c) of this section, no student shall receive more than 30 semester units (or 45 quarter units) of credit for remedial coursework. Students having exhausted the unit limitation shall be referred to appropriate adult noncredit education services provided by college, adult school, community-based organization, or other appropriate local provider with which the district has an established referral agreement.

(c) The following students are exempted from the limitation on remedial coursework described in subsection (b) of this section:

(1) Students enrolled in one or more courses of English as a Second Language (ESL);

(2) Students identified by the District as having a learning disability as defined in section 56014 of this part.

(d) The Governing Board of a District may provide a waiver of the limitation on remedial coursework with respect to any student who shows significant, measurable progress toward the development of skills appropriate to his or her enrollment in college-level courses. Such waivers, if granted, shall be provided pursuant to locally developed standards which are reviewed and approved by the Governing Board. The standards shall include provisions, which ensure that waivers are only given for specified periods of time or for specified numbers of units.
(e) A student who does not attain full eligibility status for college-level work within the limit described in subsection (b) of this section shall, unless provided with a waiver, be dismissed and referred to adult non-credit education courses.

(f) A student may, upon successful completion of appropriate "remedial coursework," or upon demonstration of skills levels which will reasonably assure success in college-level courses, request reinstatement to proceed with college-level coursework.

(g) The Governing Board of each District shall submit, through the established Management Information System, information necessary to enable the Chancellor to determine the following:

1. The effect of this section on students by sex, race, and ethnicity;

2. Success rates for students enrolled in "remedial coursework."


REFERENCES/ AUTHORITY: California Code of Regulations, Title 5, Section 55756.5

RLS: nb
BP6025

ADOPTED: December 2, 1992
REVISED: December 19, 2001
January 17, 2007

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
POLICY: Students may be required to provide instructional and other materials required for a credit or noncredit course provided that such materials are of continuing value to the student outside the classroom setting and provided that such materials are not solely or exclusively available from the District.

Except as specifically authorized under or required in the Education Code, students will not be required to pay a fee for any instructional or the governing board of a community college district shall not require a student to pay a fee for any instructional and other materials required for a credit or non-credit course.

Instructional and other materials may be required as authorized under Education Code. Required materials are defined as those which a student must purchase or possess as a condition of registration, enrollment or entry into a class; or any such material which is necessary to achieve those required objectives of a course which are to be accomplished under the supervision of an instructor during class hours. To assure compliance with Education Code guidelines, all required materials and course fees will be annually reviewed by the Vice Presidents of Academic Affairs and Student Services.


RLS:nb
BP6030

ADOPTED: October 16, 1985
REVISED: December 19, 2001
January 17, 2007

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

CREDIT-BY-EXAMINATION

POLICY: Credit may be earned by students who satisfactorily pass authorized examinations. The Superintendent/President or Designee shall establish administrative procedures to implement this policy. The procedures shall provide for appropriate Academic Senate involvement.

REFERENCES/AUTHORITY: California Education Code, Sections 55750, 51066, 78260, and 72825 of Regulations, Title 5, Section 55050.

RLS: nb
BP6040

ADOPTED: March 17, 1976
November 19, 1986
December 19, 2001
January 17, 2007

REVISED: 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

FINGERPRINTING PREREQUISITE FOR EARLY
CHILDHOOD EDUCATION (ECE) FIELD PRACTICE CLASSES

POLICY: The District requires a fingerprinting prerequisite for enrollment in Early Childhood Education field practice classes. All students eighteen (18) years of age or older will be required to meet this prerequisite. Students found to have an unacceptable criminal record related to health and safety of children will be prohibited or terminated from enrollment in these classes.

A prerequisite of fingerprinting for ECE field practice classes will be stated in the College Catalog. Upon notification of processing results, the District will prohibit enrollment or terminate enrollment of students in ECE field practice classes who have unacceptable criminal records. The cost of fingerprinting shall be borne by the District.

REFERENCES/AUTHORITY:
California Education Code, Sections 72225, 44010
California Health and Safety Code, Section 1522
California Penal Code, Section 273a, 273d
Solano Community College District Governing Board

RLS: nb
BP6060

ADOPTED: March 4, 1986
REVISED: January 17, 2007
2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009

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POLICY: The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Superintendent/President or Designee shall establish procedures for the development and review of all curricular offerings, including their establishment, modification or discontinuance.

Furthermore, these procedures shall include:

- Appropriate involvement of the faculty and Academic Senate in all processes;
- Regular review and justification of programs and course descriptions;
- Opportunities for training for persons involved in aspects of curriculum development;
- Consideration of job market and other related information for vocational and occupational programs.

All new programs and program deletions shall be approved by the Board.

New courses that are not part of an existing approved program and all new programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Nondegree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

REFERENCES/AUTHORITY:

California Code of Regulations, Title 5, Sections 51000, 51022; 55100, 55130, 55150

California Education Code, Sections 70901(b), 70902 (b); 78016
SOLANO COMMUNITY COLLEGE DISTRICT

PROGRAM DISCONTINUANCE

PROCEDURES:

I. BACKGROUND & PHILOSOPHY

In accordance with Title 5, Section 51022, College districts are required by current regulation and statute to develop a process for the establishment, modification, continuance or discontinuance of courses or programs and minimum criteria for the discontinuance of occupational programs. In the past, Solano Community College has had no formal process for the continuance or discontinuance of courses or programs.

The Academic Senate for California Community Colleges (ASCCC) has recommended that local senates create a process for program discontinuance that takes into account the following issues:

- negative effects on students
- college curriculum balance
- educational and budget planning
- regional economic and training issues
- collective bargaining issues

In its paper, "Program Discontinuance: A Faculty Perspective," the ASCCC outlines issues and criteria to consider in creating this process. In addition, it states, "The development of a program discontinuance process should be considered within the context of the college mission statement and should be linked with the college educational master plan and the department's goals and objectives." In formulating this process, all recommendations of the ASCCC have been considered. Fundamentally, the spirit of access and equity for students must be considered throughout.

The program review process and other strategic planning activities should be referenced and considered among sources of data and direction in this process, but it is important to emphasize that their primary purpose and use is not to target programs for discontinuance. It is also important to note that program discontinuance should occur only after serious deliberation and after all recommended intervention strategies have been implemented but still result in a program that falls outside the college’s mission or master plan or the division’s or department’s goals and objectives.

It is imperative to state that the purpose of a program discontinuance process is to have criteria in place to guide a discussion should it ever be needed. The presence of a
process should not be construed as an inducement to look for programs to discontinue or as a reason to avoid honest participation in an academic process such as program review.

This policy shall be evaluated for effectiveness within one year after the conclusion of the first program discontinuance process and periodically reevaluated by the Academic Senate in a shared governance environment.

This policy shall be filed with the Office of the Chancellor of California Community Colleges. (Title 5, §51022.)

II. PROGRAM DISCONTINUANCE EVALUATION PROCESS

A. INITIAL CONSIDERATIONS

1. This policy will be used to review the continuance or discontinuance of programs.

2. Definition of Program. For purposes of this document, a Program is defined as an organized sequence or grouping of courses or other educational activities leading to a defined objective such as a major, degree, certificate, job-direct certificate, job career goal, license, the acquisition of selected knowledge or skills, or transfer to another institution of higher education. The term Program also applies to Library Services, Counseling Services, Disability Services, and Special Services, as defined above. The scope of the program under consideration will be clearly delineated at the outset of this process.

3. Vocational or occupational programs shall be reviewed every two years. (Cal. Educ. Code § 78016.) All other programs shall be subject to the program review process according to the College’s Program Review schedule, except when continued with qualification within the program discontinuance process.

4. Role of Curriculum Committee. The Curriculum Committee, a committee of the Academic Senate, must have a fundamental and integral role in any discussion of program continuance or discontinuance, recognizing the district’s policy to consult collegially with the Academic Senate in academic matters as set forth in Title 5 Section 53200(C) and Section 53203 and as stated in Board Policy 2005.

5. Conditions for Discontinuance. The following conditions may cause a program to be recommended to the Curriculum Committee for discontinuance:

   • Program Review and Analysis trends
   • Changes in demand in the workforce
• Changes in requirements from transfer institutions
• Availability of human resources
• Budget concerns

B. INITIATION OF THE PROCESS

1. The Vice President of Academic Affairs and the Division Deans shall develop a proposed list of programs to be reviewed. Individual Divisions or Departments/Disciplines may also make proposals for the discontinuance of courses or programs to the Vice President of Academic Affairs and the Division Deans.

2. The Division Dean and the faculty for each affected Program shall conduct a self-study of the affected Program addressing the progress of the identified goals for each Program, and taking into consideration the most recent programs review. The self-study shall also include sufficient evidence supporting one or more of the conditions outlined in Part II.A.5 of this document. Such self-study shall be completed within one semester.

3. As soon as possible following the completion of the self-studies, the Vice President of Academic Affairs shall notify the Curriculum Committee and provide it with the proposed list of affected programs and copies of the self-studies. The Superintendent/President and the Curriculum Committee shall set a timeline for completion of the review and recommendation process by the evaluation committee that is reasonable under the circumstances. In no case should this period be longer than 90 days, exclusive of summer and winter break.

C. EVALUATION COMMITTEE

1. As soon as possible following the delivery of the list of affected programs and self-studies, an Evaluation Committee shall be initiated by the Senate to continue the process.

2. The Evaluation Committee shall include representatives from the following constituencies:

• Faculty members, appointed by the Senate
  • Two discipline experts from the affected program.
  • If faculty members from the affected program are not available, then faculty members from a related program or discipline will serve.
o One counselor, or in the event of a review of a counseling program, a faculty member from another division.

- One student appointed by the Associated Students of Solano College

- Administration
  - The Vice President of Academic Affairs or Vice President of Student Services, depending on area affected
  - The Dean of the affected program

- One classified staff member appointed by SSEA or Operating Engineers.

3. For each affected Program, the Evaluation Committee shall review and analyze the self study and other pertinent materials. Both qualitative and quantitative factors shall be discussed in order to have a fair and complete review leading to an eventual decision to continue, continue with qualification, or discontinue a program.

a. Qualitative factors are based on the mission, values, and goals of the institution and access and equity for students. These factors include but are not limited to:

- Quality of the program and how it is perceived by students, faculty, articulating universities, local business and industry and the community
- Ability of students to complete their educational goals of remediation, obtaining a certificate or degree, or transferring
- Balance of college curriculum
- Effect on students of modifying or discontinuing the program
- Comprehensiveness of the college experience
- Uniqueness of the program
- Importance of the program in its relationship to other programs
- Replication of programs in the surrounding area and their efficacy
- Potential for a disproportionate impact on diversity at Solano Community College
- Necessity of the program in order to maintain the mission of the College
- Source of funding for the program (outside vs. general funds).
• Impact on other programs, including transfer, if the program is modified or closed. If there are any, these must be identified.
• Requirements by federal/state/accreditation or other areas (e.g. Title IX); for the program. If there are any, these must be identified.
• Impact on articulated programs.
• Other

b. Quantitative factors are based primarily on the Program Review where applicable. Factors that may be considered include but are not limited to:

• Program Review results showing:
  o A sustained downward trend in FTES generated, load, enrollment, number and composition of sections offered, percent fill, FTES composition, retention, and persistence
  o Sustained increase in expense or annual cost/FTES
• Changes in demands in the workforce, transfer rates, job-outs, completers and graduates, and non-completers
• Projected demand for the program in the future
• Changes in class offerings
• Frequency of course section offerings
• Availability of human resources
  • FTES generated/FTEF
• Enrollment trends
• Operating cost per FTES
• Capital outlay costs/year

4. EVALUATION COMMITTEE REPORT: When the Evaluation Committee deems it has reached an appropriate level of confidence to offer a sustainable conclusion, it shall present a written report with outcome recommendations to the Curriculum Committee. The report shall be submitted to the Curriculum Committee according to the timeline.

a. The report shall:

• State the recommendations of the Evaluation Committee
• Outline the major points of support from the available information
• Include diverging conclusions from the members of the Committee, should they wish to do so, who are not in agreement with the report’s primary recommendation.
b. The recommendations should include some or all of the following:

- A critical examination and consideration of all information acquired to ensure all members of the subcommittee are knowledgeable of the data's substance and significance

- Prioritization of the information

- Preparation of the conclusions based upon the prioritized information, particularly referencing the consequences of the conclusions

- Establishment of a consensus within the Evaluation Committee as to the conclusions and recommendations to be presented to the Curriculum Committee

- Absent consensus, presentation of a majority and minority report to the Curriculum Committee

- Sources of data for all factors shall be referenced and cited.

c. Possible Outcomes of Program Evaluation

There are three potential outcomes of the evaluation study. A program may be recommended to continue, to continue with qualification, or to discontinue.

1. **Recommendation to Continue**: A program will be recommended to continue when — after full consideration — it is decided that it is in the best interest of the college, its students, and the larger community to do so.

2. **Recommendation to Continue with Qualification**: A program may be recommended to continue with qualifications. These qualifications may include specific interventions designed to improve the viability and responsiveness of the program. A specific timeline should be provided during which these interventions will occur and expected outcomes should be outlined in advance. After the specific qualification period is completed, the program will be reviewed again.

3. **Recommendation to Discontinue**: A recommendation to discontinue a program will occur when, after a full
evaluation study, it is concluded that it is no longer in the best interest of the college, its students, and the larger community. Any recommendation for program discontinuance will include the criteria used to arrive at the recommendation. The recommendation shall include a detailed plan and recommended timeline for phasing out the program with the least impact on students, faculty, staff and the community.

The recommendation must provide either a way for currently enrolled students to continue their programs of study or a plan for them to meet their educational objectives through alternative means.

The recommendation shall also consider the requirements of collective bargaining for faculty and staff, including application of policies for reduction in force and opportunities for retraining. Opportunities to suspend or reduce programs in lieu of a reduction in force (See CTA Contract, Article 7 & 8 and CSEA, Article 19, or Operating Engineers 39 if available).

d. The report of the recommendations of the Evaluation Committee shall be submitted to the Curriculum Committee according to the timeline.

III. THE CURRICULUM COMMITTEE

A. Following submission of the Evaluation Committee report to the Curriculum Committee, the Curriculum Committee shall vote, after full discussion with the Evaluation Committee members and all relevant constituencies, on whether the Program should be modified, continued or discontinued. After the vote, the Curriculum Committee shall prepare its recommendations in writing – including the reasons for its recommendations, any applicable modifications, interventions, timelines and mechanisms for phase-out.

B. The Curriculum Committee shall forward its recommendations to the Superintendent/President with a copy to the Academic Senate within 30 days.

C. If the Governing Board formally declares a financial emergency, then the Superintendent/President and the Academic Senate may set new timelines by which the proposals for program modification or discontinuance submitted to the Curriculum Committee will be acted upon and a final report of recommendations submitted by the Curriculum Committee.
IV. ACTION BY THE GOVERNING BOARD

The Superintendent/President shall forward any received recommendation of the Curriculum Committee along with his/her own recommendations to the Board for action. The Board shall consider and take action upon the recommendations.

V. REFERENCES

- California Community Colleges Chancellor's Office Inventory of Approved and Projected Programs
- Florida Community College memo Process for Evaluating Academic Programs at Risk. March 2003
- Modesto Junior College paper Program Discontinuance Policy
- Program Discontinuance: A Faculty Perspective. ASCCC, adopted Spring 1998
- Sacramento City College paper Program Termination Review
- Skyline College working draft Program Improvement and Discontinuance Process. April 2003
- Solano County Community College District Policy 6106 Program and Curriculum Development. Adopted November 1986, revised December 2001
- Title 5 Sections 51022, 53200, 53203 and 55130
- West Valley College Academic Senate paper WVCAS Policy and Process for Program Discontinuance. December 2002

Approved by SGC 5 9 07

GOVERNING BOARD REVIEW:

Reviewed EC: March 10, 2009  
Reviewed SGC: May 27, June 24, & July 8, 2009  
Information to Board: Aug. 5, 2009  
Scheduled for Board approval: August 19, 2009
POLICY: The District grants the degrees of Associate in Arts and Associate in Science to those students who have completed the subject requirements for graduation and who have maintained a 2.0 average in subjects attempted. Students must also complete the general education residency and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a minimum of 18 or more semester units or 27 or more quarter units of degree-applicable coursework designed as a pattern of learning experiences designed to develop certain capabilities that may be oriented to career or general education, courses of study or curriculum for which the District offers a certificate. The District has certificate programs that upgrade and develop occupational and vocational proficiency.

The Superintendent, President or Designee shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the local curriculum committee. The procedures shall and to assure that graduation requirements are published in the District's catalog(s) and included in other resources that are convenient for students.

REFERENCES/AUTHORITY:
California Education Code, Section 70902(b)(3)

California Code of Regulations, Title 5, Sections 55800, 55060, et seq.

RLS: nb
BP6200

ADOPTED: November 19, 1986
REVISED: December 19, 2001
January 17, 2007

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

PHILOSOPHY AND CRITERIA FOR ASSOCIATE DEGREE
AND GENERAL EDUCATION

POLICY:

The awarding of an Associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the College to lead students through patterns of learning experiences designed to develop certain capabilities and insights. Among these are the ability to think and to communicate clearly and effectively both orally and in writing; to use mathematics, to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems, and to develop the capacity for self-understanding.

In addition to these accomplishments, the student shall possess sufficient depth in some field of knowledge to contribute to lifetime interest.

Central to an Associate degree, general education is designed to introduce students to the variety of means through which people comprehend the modern world. It reflects the conviction of colleges that those who receive their degrees must possess in common certain basic principles, concepts and methodologies which are unique to and shared by the various disciplines. College educated persons must be able to use this knowledge when evaluating and appreciating the physical environment, the diverse culture, and the society in which they live. Most important, general education should lead to better understanding.

In the establishing or modifying a general education program, ways shall be sought to create coherence and integration among the separate requirements. It is also desirable that general education programs involve students actively in examining values inherent in proposed solutions to major society problems.

The Superintendent/President or Designee shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. The procedures shall provide for appropriate Academic Senate involvement.
REFERENCES/  
AUTHORITY:  
California Code of Regulations, Title 5, Section 55805

RLS:nb  
BP6205

ADOPTED:  
December 19, 2001

REVISED:  
January 17, 2007

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

FIELD TRIP AUTHORIZATION

POLICY: Field trips are recognized as valuable experiential learning to augment classroom instruction. Field trips shall be scheduled to the extent of the District's resource availability and within the requirements of the law.

The Superintendent/President or Designee is authorized to establish, rules and regulations pertaining to the request, authorization and scheduling of field trips. Such rules and regulations shall make certain that the health and safety of the students shall be reasonably protected and that all provisions of the Education Code and Title 5 of the California Code of Regulations are followed.

The Superintendent/President or Designee shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source. The expenses of instructors, chaperones, and other personnel traveling with students may also be paid from district funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

REFERENCES:

AUTHORITY: California Code of Regulations, Title 5, Section 55450-55220

California Education Code, Sections 66700 and 70901

RLS:nb
BP6400

ADOPTED: November 19, 1986
December 19, 2001
January 17, 2007

REVISED: 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
POLICY: The Superintendent/President or designee shall implement procedures to assure the accuracy and integrity of all grades awarded by faculty. The procedures shall include, but not necessarily be limited to, the following:

- Assurance that in the absence of mistake, bad faith, fraud or incompetence, the grades awarded by faculty shall be final.
- Procedures for students to challenge the correctness of a grade.
- The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- Limitations on access to grade records and grade storage systems.
- Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- Notice to students, faculty, transfer institutions, accreditation agencies and law enforcement agencies if unauthorized access to grade records and grade storage systems is discovered to have occurred.

In any course of instruction in a community college district for which grades are awarded, the instructor of the course shall determine the grade to be awarded each student in accordance with Section 55760 of the California Code of Regulations. The determination of the student's grade by the instructor shall be final in the absence of mistake, fraud, bad faith, or incompetency. Procedures for the correction of grades given in error shall include expunging the incorrect grade from the record.

REFERENCES/AUTHORITY: California Code of Regulations, Title 5, Section 55760 55025

California Education Code, Sections 76224, 76232

RLS:nb
BP6411
SOLANO COMMUNITY COLLEGE DISTRICT

GRADE CHANGES

PROCEDURES:

1. Submit your request in writing directly to the faculty member within one year after completing the course for which the grade change is being requested.

2. If the faculty member is not available, you may submit your request through the Academic Council Petition process. However, only the faculty member that assigned the original grade may authorize a change of grade.

3. If there are verifiable extenuating circumstances that precluded you from making a request within one year, you may submit a request through the Academic Council; however, a request for change of grade may not be initiated beyond four years after the completion of the course.

4. Requests that involve changing an evaluative grade (A, B, C, D, F, CR, NC, Pass/No Pass) to a non-evaluative grade (W) can be done only if extenuating circumstances apply. (Excluding circumstances are verified cases of accidents, illnesses or other circumstances beyond the control of the student.)

5. The determination of the student’s grade by the instructor shall be final in the absence of mistake, fraud, bad faith, or incompetency.

Students will be notified when grade changes have been posted.

JLL
Proc6411

GOVERNING BOARD REVIEW: May 17, 1989

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

GRADING RECORD RETENTION

POLICY: Faculty shall retain grading records for four years after the college year in which they originated (e.g., 2000-01 plus 4 = 2004-05). Retained grades shall be confidential. Student records to be destroyed shall be done in an appropriate manner assuring confidentiality of the information.

REFERENCES/AUTHORITY: SCC Board Policy 5150 ("Student Records Retention and Destruction")

California Code of Regulations, Title 5, Sections 54608, 59026

California Education Code, Sections 70900 and 72603, 76220 and 76246

RLS: nb
BP6412

ADOPTED: February 19, 1992

REVISED: December 19, 2001
January 17, 2007
January 20, 2009

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

ACADEMIC FREEDOM

POLICY: The Solano Community College District affirms its belief in the academic freedom of its full and part-time faculty and students to engage in any campus or off-campus teaching, studying, research, writing, and criticism deemed appropriate by such individuals to the spirit of free inquiry and the pursuit of truth.

As stated in American Freedom and Tenure, 1969 (Handbook of American Association of University Professors):

... academic freedom consists in the absence of, or protection from, such restraints or pressures -- chiefly in the form of sanctions, threatened by the state or church authorities or by the authorities, faculties, or students of colleges and universities, but occasionally also by other power groups in society -- as are destined to create in the minds of academic scholars (teachers, research workers, and students in colleges and universities) fears and anxieties that may inhibit them from freely studying and investigating whatever they are interested in, and from freely discussing, teaching, or publishing whatever opinions they have reached.

Since these rights of academic freedom carry responsibilities with them, each faculty member and student should strive to be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and will indicate that he or she does not speak necessarily for the College.

REFERENCES/ AUTHORITY

California Code of Regulations, Title 5, Section 51023;
Accreditation Standard 2.2-II.A.7

RLS:nb
BP6430

ADOPTED: December 19, 1984
REVISED: January 17, 2007

Reviewed EC: March 10, 2009
Reviewed SGC: May 27, June 24, & July 8, 2009
Information to Board: Aug. 5, 2009
Scheduled for Board approval: August 19, 2009

PAGE 102
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESPONSE TO 2008-2009 GRAND JURY REPORT

REQUESTED ACTION: INFORMATION

SUMMARY:
Dr. Jowel Laguerre, Superintendent/President, on behalf of the Solano Community College District Governing Board, and Special Trustee Tom Henry, will present the response to the 2008-2009 Grand Jury Report.

SUPERINTENDENT'S RECOMMENDATION: ☑ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

July 24, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

July 24, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
RESPONSE TO THE 2008-2009 GRAND JURY REPORT

In the Grand Jury Report, the Grand Jury identified seven (7) findings and seven (7) recommendations. Pursuant to Penal Code Section 933.05, the District is obligated to respond to the findings and recommendations of the Grand Jury. This reply represents the Solano Community College District's response.

It should be further noted that the “affected and responding agencies” noted “errors of fact” within the Grand Jury report. This response addresses those “errors of fact” as well.

FINDINGS AND RECOMMENDATIONS

Finding 1 – The EDMAC report and the Accreditation Board identified micro-management as a serious issue. This undermines many facets of the College Administration and has resulted in the replacing four Superintendent/Presidents within the last three years. It also results in poor morale among staff and students, as well as an inordinately large turnover of senior staff in the various departments, and a lack of management continuity.

SCCD’s Response – The respondents disagree wholly or partially with finding number one (1).

The Education Management and Assistance Corporation (EdMAC) and Accrediting Commission for Community and Junior Colleges’ report does not identify micromanagement as a serious issue. Neither report attributes micromanagement to the replacing of four superintendent/presidents within a three year period. There is also no link made between micromanagement and morale and the turnover/continuity of senior staff. EdMAC’s report states concerns over comments made by individuals interviewed by EdMAC relative to micro management. The ACCJC’s report comments on the Board’s mission and how issues are brought to the Board, but it does not state that micro-management is a serious issue. Steps have been taken to address the concerns stated in both reports relative to Board behavior.

In October 2008, the Board commissioned the Education Management and Assistance Corporation (EdMAC) to conduct an Administrative Review/Fiscal Heath Analysis. The recommendations have been prioritized and incorporated in the District’s recovery matrix. Since the last Accrediting Commission for Community and Junior Colleges (ACCJC) visit in November 2008, the College has moved quickly to address its leadership and governance issues. In January 2009, the Board passed a resolution to hire a Special Trustee to assist the District with accreditation issues and fiscal and administrative leadership.

The Board has continued to demonstrate leadership with the hiring of an Interim Superintendent/President in February 2009. The Interim Superintendent/President has been given the authority and expectation by the Board to run the day-to-day operations of the College. Most recently, the Board has appointed a permanent
Superintendent/President whom will begin his duties July 1, 2009. Recently, the board has participated in a series of self-evaluative efforts. Most notable is the “How Do We Rate Checklist”. In January 2009, during a Board retreat the Governing Board developed and approved a “Code of Conduct”.

The above efforts by the Board reinforces their desire and practice to expect and allow administration, faculty and staff the latitude to operate within specified policies and procedures and for the Board not to be involved in daily administrative operations.

Recommendation 1 – In order to deal with these issues, the College Board of Trustees should allow staff latitude to operate within specified policies and procedures in order to avoid micro-management and involvement in daily administrative operations.

As noted above, the respondents disagree wholly or partially with finding number one (1). However, recommendation one (1) has been and will continue to be implemented. A summary regarding the implemented action is cited above under finding one (1).

Finding 2 - According to the EDMAC Report, the College Board of Trustees members may have violated the Brown Act. A lack of adherence to the Brown Act leads to an absence of transparency in the conduct of Board issues.

SCCD’s Response – The respondents disagree wholly or partially with finding number two (2).

The Education Management and Assistance Corporation (EdMAC) report does not state that the Board may have violated the Brown Act. The EdMAC report states that during the EdMAC interview process, individuals made allegations of Brown Act violations. No Brown Act violations were identified within the EdMAC report.

Recommendation 2 - All Board meetings should be held in accordance with the Brown Act, which specifies that any violation must be reported to the District Attorney.

The respondents adhere to the Brown Act and will continue to hold meetings consistent with the Brown Act provisions.

Finding 3 - There has been an excessive turnover in the number of Vice-Presidents of the various departments in the College. In the past five years there have been fourteen persons heading the five departments. Many are filled on an interim basis and are independent contractors, not employees. EDMAC found the District does not effectively utilize employee evaluations at the executive level.

SCCD’s Response – The respondents disagree wholly or partially with finding number three (3).

The District acknowledges that there has been an inordinate amount of turnover at the administrative level and within some departments.
However, the statement that, "In the past five years there have been fourteen persons heading the five departments", is not accurate. EdMAC's report states, "During the site visit there were fourteen (14) key openings and/or vacancies within the District...." The District agrees to the importance of employee evaluations and has taken steps to ensure that timely evaluations are performed at all levels. The District is moving forward relative to open positions and expects that vacant positions will be filled in a timely manner.

**Recommendation 3** - Effective performance evaluations should be established at all levels to address this problem. Proper on-going staff evaluation will help to increase morale and performance, limiting the rapid turnover in executive level positions. This may obviate the need to hire interim Vice-Presidents on a contract basis.

The respondents embrace effective performance evaluations and will implement effective performance evaluations at all levels.

**Finding 4** – Solano College has been operating under non-standard financial practices. In some cases, existing policies and procedures were not provided to employees. In other cases, there was an absence of effective controls over financial practices. The Governing Board does not appear to be following the fiscal control recommendations made by the EDMAC report.

These deficiencies have resulted in various difficulties, including possible loss of accreditation due to:

- Proper bid procedures not always being followed
- Time deadlines of financial reports not always being met
- Funds not always being paid from the proper accounts
- Improper contacts between a bidder and a member regarding a purchase
- Guidelines for following proper procedures not always being provided to department heads
- One purchase exceeding $72,400 being made without the required Board approval

**SCCD’s Response** – The respondents disagree wholly or partially with finding number four (4).

The District is adhering to and the Board is following the recommendations of the EdMAC report. The Special Trustee has assisted the District in developing a "corrective action matrix". This matrix lists each of the ACCJC recommendations as well as the EdMAC recommendations. The "corrective action matrix" is reviewed and updated regularly at the Executive Cabinet level. Progress toward the recommendations is submitted to ACCJC in the District's "Show Cause" report. This report along with other administrative reports to the Board and District constituents has been provided for information and input.
Recommendation 4 – The College Board should comply with the recommendations made in the December 17, 2008, EDMAC report, which deals with all of the above issues.

The respondents are implementing recommendation four (4). The newly developed “corrective action matrix” lists each EdMAC recommendation. This matrix is being updated regularly and reflects the status and progress of the recommendations.

Finding 5 - Disputes among Board Members representing different areas within the Solano County College System has been a long-standing problem on the Solano College Board.

SCCD’s Response – The respondents disagree wholly or partially with finding number five (5).

The District takes great exception to this finding. Disputes among Board members have nothing to do with geography. Neither the EdMAC nor ACCJC report stated any findings relative to this Grand Jury concern. The respondents want to assure the Grand Jury members that no area of our community college district has priority over any other area. The Board is indeed working together in a collaborative manner in maintaining accreditation. Working together for the betterment of the College is the main thrust of the Board and recent Board meetings and strong leadership demonstrate that fact.

Recommendation 5 - No single area of our community college district should have priority over any other area. At a time when the Solano College Board is facing the serious problem of loss of accreditation, each Board Member should be expending every effort to “save” Solano College, not to “sink” it. Working together should be a main thrust of the College Board.

The respondents have been and will continue to work together to support and help secure Solano Community College’s accreditation. This effort is a major goal of the Board. As referenced above, the respondents disagree wholly or partially with finding number five (5) and the inference made within recommendation five (5).

Finding 6 - The College has an unfunded Retiree’s Health benefit of $13,507,213. In order to meet the unfunded balance, the College will have to provide an additional $770,111 annually.

SCCD’s Response – The respondents agree with finding number six (6).

SCCD is fully aware of its retiree health benefit obligation. SCCD engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current Retiree Health Program as of March 1, 2008. TCS’s report with its recommendations allows SCCD to manage the costs and liabilities associated with its retiree health benefits. TCS’s report and its recommendations will be carefully considered for implementation.
Recommendation 6 - Options for restoring the unfunded Retiree’s Health benefit may include the following:

The Board could reduce existing health coverage
Employees could be required to pay a higher percentage of premiums
Budget priorities could be revisited to provide for an increase in the Retiree’s Health Benefit

The respondents appreciate the recommendations stated in recommendation six (6), but cannot address the status of implementation. The specific steps suggested above are subject to negotiations with the SCCD’s bargaining members and it would not be prudent to discuss potential steps as part of this response.

Finding 7 – The College has paid a San Diego law firm $619,000 for legal services covering the first eleven months of 2008. The 2008 budgeted amount for attorney fees is $250,000. The over-budget expenditure may be due to a variety of costs which a local firm would not incur.

SCCD’s Response – The respondents disagree wholly or partially with finding number seven (7).

The respondents disagree with the Grand Jury’s finding relative to SCCD’s legal services. There is no evidence that a local firm or a different firm would have been as cost effective or efficient as the District’s current counsel. It appears that the Grand Jury has made an assumption based on insufficient information. There are justified and acknowledged reasons for the 2008 budgeted and expended amount paid to the District’s counsel. The District continues to work with its legal counsel to refine and reduce legal expenses. The District does not necessarily believe that a local firm or a different firm would have been appreciably any lower in fees due to the unique requests and issues facing the District in 2008-2009. The District has reduced the line item budget for legal services for the 2009-10 fiscal year and is currently satisfied with its counsel and advice.

Recommendation 7 - The District should consider contracting with a local law firm to reduce expenses.

The respondents will not implement recommendation seven (7) as it is not warranted or reasonable at this time. As referenced above, the SCCD continues to work with its legal counsel to refine and reduce legal expenses.
Edit Errors and Errors of Fact

The respondents have identified a number of edit errors and errors of fact. The respondents have listed these concerns under each of the Grand Jury Sub-Titles.

REASONS FOR INVESTIGATION

There was no stated reason for the investigation under this title.

GRAND JURY ACTIONS

The third and fourth bullet under this sub-title appears to be stating the same action. The EdMAC report and the December 17, 2008 Administrative Review and Fiscal Health Analysis are one and the same report.

In the seventh bullet, the Grand Jury uses the term, “California Accreditation commission.” The correct name is: Accrediting Commission for Community and Junior Colleges. Also in the eighth bullet, the Grand Jury uses the term “Accreditation.” This term should read, “Accrediting.” This is true throughout the report but the respondents will only make that note in this section.

BACKGROUND/SUMMARY

In the first paragraph on page one (1), the Grand Jury states that “Construction and renovation funding for all campuses is through the measure G construction bond in 2004.” On November 5, 2002, the registered voters of the County of Solano approved Measure G. The correct year is: 2002. It should also be noted the Bond Measure authorized the issuance of $124.5 million in general obligation bonds that were issued in two series: Series A for $80 million and Series B for $44.5 million. The Series A bonds were refunded in 2005, generating a bond issuance premium of $8.4 million additional monies. These funds were deposited into the Bond project fund.

In the second paragraph on page (1), the terms used for ACCJC are not correct. Also, ACCJC placed the college on Warning not “probation”.

In the first paragraph on page (2), the Grand Jury states, “if issues relating to these matters are not resolved by December 31, 2009, Solano College could lose its accreditation and financial aid.” It is true that the College's accreditation was in jeopardy in January 2009, but the College had until April 1, 2009 to submit its Show Cause Report and ultimately had an opportunity in June 2009 to defend its accreditation in front of the Commission.

On page two (2), under the statement: “In late September 2008 various problems were uncovered: The respondents believe there are errors of fact in both bullets under this statement. In the first bullet, the second sentence is not accurate.
It reads, “The June 30, 2008 year-end Financial Report could not be finalized because of an approximate $1,000,000 discrepancy.” It would be more accurate to state, “The June 30, 2008 year-end Financial Report could not be finalized because of the process of conversion and making prior year corrections.” The second bullet in this section is also not accurate. There was a transfer of funds from the Measure G Bond fund to the Clearing Account and ultimately the General Fund, but the transfer was not made to cover expenditures that should have been paid from the General Fund.

There are a number of inaccurate statements made on page 2, within the paragraph starting with, “Following resignation of the Superintendent/President ....” The new Interim Superintendent/President did not request an investigative report. The report requested was an “Administrative Review and Fiscal Health Analysis.” The Governing Board vote was 4-2, not 5-2. The Interim Superintendent/President did not “suspend” the Financial Director. The Interim Superintendent/President placed the Vice President, of Administrative and Business Services on administrative paid leave. There are misleading statements attributed to the EdMAC report under each of the first four (4) bullets. Corrections to these statements are made within the body of this response. In item two (2), on page two (2), the Grand Jury refers to the Purchasing Agent and a Board Member. The EdMAC report does not refer to the Purchasing Agent in this context.

On page two (2), the first paragraph, needs clarification. Since the Grand Jury’s interview on January 26, 2009, the SCCD has received more current information. In a letter dated, February 3, 2009, ACCJC notified the SCCD that the College was required to submit a “Show Cause Report” by April 1, 2009. This report and findings were considered by the Commission at its meeting on June 10, 2009. On June 30, 2009, the College was informed by the Accrediting Commission for Community and Junior Colleges (ACCJC), that the Commission took action to accept the College’s “Show Cause Report.” The Commission also acted to remove “Show Cause” status and improve the College’s status to “Probation.”

On page three (3), the first bullet incorrectly addresses the unfunded obligation to the Retiree Health Benefit fund.

SCCD engaged Total Compensation System Inc. (TCS) to analyze its liabilities associated with its current Retiree Health Program as of March 1, 2008 (the valuation date). The TCS report indicates that SCCD had set aside $937,234 to fund retiree health benefits. This amount included the original (2005-06) Board allocation of $917,234 plus the earned interest. TCS’s report reflects an unfunded actuarial accrued liability of $13,507,213. The current year costs to amortize the unfunded liability are $770,111. Based on covered payroll, payments would increase each year. Under the current payment structure, payments would continue for 30 years, after which time amortization payments would end. At this point, colleges are not required to fund the liability, but are required to book it. However, it is a Board goal to start funding the liability.
On page three (3), the second bullet addresses legal fees. This issue is addressed in another section of this response.

On page three (3), the third paragraph starting with, “On January 7, 2009,....”. The correct date is: January 5, 2009.

On page three (3), the fourth bullet addresses the Measure G Bond Fund. The Grand Jury states, “At the time of this report, these funds have not been transferred back to Measure G Bond Fund.” On February 11, 2009, the District received word from its Bond Counsel that the bond expenditures were legal issues for purposes of technology related items. The ballot measure identified technology upgrades as a permitted project and as such, the reimbursement was approved and no transfer back to the Bond Fund is required.

The first paragraph, second sentence, on page three (3) under the last bullet references the recruitment of a CPA. This sentence incorrectly states that the Governing Board directed the Interim Superintendent/President to recruit a CPA to head the Financial Services Department at the College. This statement is not accurate. No one has been directed to recruit a CPA for that position. The new job bulletin for the position of Vice President of Administrative and Business Services states that, “A Certified Public Accountant’s license is preferred.”

The second to last paragraph on page three (3) starting with, “In December 2008,....” is not accurate. It should read, “On January 5, 2009, the Chairperson of the Board of Trustees met with the Interim Superintendent/President as directed by the Board in closed session on December 17, 2008. The following two sentences in that paragraph have no factual basis and are not accurate.

The first paragraph on page four (4) starting with, “On February 4, 2009, Solano College .....” is not correct. In a letter dated, February 3, 2009, ACCJC notified the SCCD that the College was required to submit a Show Cause Report by April 1, 2009. This report and findings were considered by the Commission at its meeting on June 10, 2009. On June 30, 2009, the College was informed by the Accrediting Commission for Community and Junior Colleges (ACCJC), that the Commission took action to accept the College’s “Show Cause Report.” The Commission also acted to remove “Show Cause” status and improve the College’s status to “Probation.”
TO: 
Members of the Governing Board

SUBJECT: 
DISTRICT 30-DAY FOLLOW-UP ON 2007-2008 AUDIT FINDINGS

REQUESTED ACTION: 
INFORMATION

SUMMARY:
The Board requested a follow-up at 30-day, 60-day, and 90-day intervals on the District’s audit findings for the 2007-08 fiscal year. At this time, Susan Rinne, Interim Director of Fiscal Services, will provide the Board with an update on the District’s progress.

Attached is a summary outline responding to each finding.

SUPERINTENDENT’S RECOMMENDATION: □ APPROVAL □ DISAPPROVAL
X NOT REQUIRED □ TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTEE'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 24, 2009
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

July 24, 2009
DATE APPROVED BY SUPERINTENDENT/PRESIDENT

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

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<table>
<thead>
<tr>
<th>Finding from June 30, 2008 Audit</th>
<th>Corrective Action from June 30, 2008 Audit</th>
<th>30-day Follow-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1 - Material Weakness - Internal Controls:</strong></td>
<td>beginning on page 46 of the Auditor's Report</td>
<td></td>
</tr>
<tr>
<td><strong>ACH Transfers</strong></td>
<td>ACH transfers from the District's clearing account to the County Treasury are performed at least weekly with the new process and procedures in place at this time. All deposits are recorded in the general ledger as they feed to the Banner System, reconciled to the bank deposits daily as they are received, and transferred at least weekly to the County Treasurer.</td>
<td>As of June 30, 2009 the balance in the clearing account was $147,616.31. The procedure for recording, deposit and transferring to the County Treasury has been implemented.</td>
</tr>
<tr>
<td><strong>Capital Assets</strong></td>
<td>The District is in the process of implementing the Fixed Asset module in the new software system. This will allow the purchasing, receiving and fixed asset modules to interface and update as required.</td>
<td>The implementation of the Fixed Asset module in Banner has been postponed. In the meantime, the warehouse operator is maintaining a dual system to account for the capital assets. Items are received through the Banner system, and then manually input into the tracking system for capital assets.</td>
</tr>
<tr>
<td><strong>Financial Reporting</strong></td>
<td>In previous years, the District had hired a consultant to finish the financial statements; this year, there was a commitment to attempt to complete the GASB 35 conversion journal entries without this assistance. The District experienced a change in personnel prior to the audit, and was unable to complete this task. The District contracted with the audit firm for additional assistance in completing the GASB 35 conversion. The District is seeking additional training for the current staff as recommended by the audit firm.</td>
<td>Still in progress. The current staff worked with the audit firm to develop the GASB 35 entries for the 2007/08 fiscal year; this gained knowledge will assist them in preparing the 2008/09 entries.</td>
</tr>
</tbody>
</table>
### Section 2 - Significant Deficiencies - Internal Controls: beginning on page 48 of the Auditor’s Report

<table>
<thead>
<tr>
<th>Finding from June 30, 2008 Audit</th>
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<tbody>
<tr>
<td><strong>Bank Reconciliations</strong>&lt;br&gt;The District was unable to provide reconciliation for Cash in County Treasury or bank clearing accounts to begin our audit. The beginning balances for 2007/08 fiscal year could not be reconciled to the County Treasury balance.</td>
<td>The District has filled the position that was vacant which was responsible for the reconciliation for the bank clearing accounts. The reconciliations are done monthly and reviewed by the Director of Fiscal Services. The Director of Fiscal Services is currently performing the Cash in County Treasury reconciliation on a monthly basis, and it is being reviewed and signed by the Accountant in Fiscal Services.</td>
<td>The Cash reconciliations are being done monthly and reviewed. There are times when the information required to reconcile the accounts is not received until the middle of the next month, but the reconciliations are then done in a timely manner.</td>
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<tr>
<td><strong>Cash Receipts - Bookstore</strong>&lt;br&gt;Segregation of duties at the Bookstore is inadequate regarding cash receipts. The head cashier creates the cash count sheets, the Daily Sales Recap, and inputs the total sales for the day into a spreadsheet. Fiscal Services uses this information to post activity to the General Ledger.</td>
<td>The vacant position in the bookstore has been filled to allow for the segregation of duties at the Bookstore regarding cash receipts. The cash at the Bookstore is now counted in dual custody, with either a second employee or a police officer present, along with the closing supervisor.</td>
<td>The Cashiering Assistant at the Bookstore continues to count the cash in dual custody. The Bookstore Cashier verifies the night deposits in the morning, and creates the daily spreadsheet. The Bookstore Manager reviews and approves the spreadsheet prior to delivering it to Fiscal Services for input. Fiscal Services balances the Bookstore bank account to the General Ledger on a monthly basis.</td>
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<tr>
<td>Cash at the bookstore is not counted in dual custody. The Bookstore sales report summary is not reconciled to the Accounting Clerk’s report summary. The online sales daily sales recaps are not totaled with the Bookstore daily sales recap by Fiscal Services. Further, these reports are not reconciled to the spreadsheet created by the Bookstore combining two recap reports. The spreadsheet is used to post General Ledger entries by Fiscal Services. However, Fiscal Services is not aware what information is totaled on the spreadsheet.</td>
<td></td>
<td>A college police officer is present during the evening shift to verify count.</td>
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<td>The District created a new and improved daily sales recap. The new recap sheet outlines the information input into the spreadsheet by the Bookstore cashier. The Sales report summary (spreadsheet) is balanced with the cash register sales daily. This is the information used by Fiscal Services to input information into the General Ledger.</td>
</tr>
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<td><strong>Cash Disbursements - Bookstore</strong></td>
<td>There is no indication of review of vendor payments related to Bookstore transactions. The Vendor Payment Sheet used to indicate proper management authorization, support for receipt of goods, and review for the appropriateness of budget codes and mathematical accuracy, is not being signed.</td>
<td>The vendor payments are reviewed by the Operations Coordinator and approved by the Bookstore Manager prior to the information being submitted to Fiscal Services for payment. Fiscal Services reviews the information provided by the Bookstore for accuracy and coding, then enters the information into the Banner system for payment. Payments are then approved by either the District Accountant or the Director of Fiscal Services, prior to the vendor checks being issued.</td>
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<tr>
<td><strong>Journal Entries</strong></td>
<td>Several journal entries were both approved and entered into the general ledger by the same person. Further, journal entries are not posted to the general ledger in a timely manner.</td>
<td>All journal entries prepared by an individual other than the District Accountant and Director of Fiscal Services, must be approved by the Director of Fiscal Services or the District Accountant prior to being posted into the General Ledger system. The two approving positions, District Accountant and Director of Fiscal Services, approve each other's work. The Banner system has electronic approvals, therefore, the documents are electronically approved.</td>
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<tr>
<td><strong>Cash Receipts - District Office</strong></td>
<td>The District did not retain supporting documentation for cash receipts collected at the District Office. The District was not able to provide support for a deposit permit totaling $135,306. The deposit should have included support for 18 items; however, only two items were located to support. Further, detailed in the Cashier's Summary, one deposit for $160.63 was not found in the general ledger.</td>
<td>All deposits are made at least weekly, and reviewed and approved by the Director of Fiscal Services. Backup documentation is now kept with the actual deposit in the Fiscal Services office.</td>
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</table>

Supporting documentation is reviewed along with the deposits. The back-up documentation is attached to the deposit permit.
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<td><strong>Section 3 - Internal Controls - Cash Disbursements:</strong> beginning on page 51 of the Auditor's Report</td>
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<td>There was no evidence that someone reviewed the invoice, purchase order and receiving report documents before posting a payment into the Banner System.</td>
<td>The District is using the receiving match process in the Banner System. This requires the warehouse to receive the merchandise into the system prior to the vendor receiving payment. All requisitions are reviewed by either the Accountant or the Director of Fiscal Services prior to the Purchasing Technician receiving the requisition. The Purchasing Technician then reviews the contents of the requisition prior to it becoming a purchase order. The warehouse uses the purchase order to receive the merchandise, allowing the Accounts Payable Specialist to pay the vendor. If the merchandise has not been received by the warehouse, the vendor cannot be paid.</td>
<td>The District is currently utilizing the receiving match process in Banner, which places the District in compliance with the recommendation from the auditors.</td>
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<td><strong>Section 4 - Internal Controls - Inventory:</strong> beginning on page 52 of the Auditor's Report</td>
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<td>During the inventory observation, several discrepancies were noted between our physical inventory counts and the District's physical inventory counts.</td>
<td>The District is planning to have an outside agency conduct a physical inventory count during the summer of 2009. This will allow the District to accurately update the inventory counts in the system, and use the Banner assets tracking system to maintain the count.</td>
<td>Banner Fixed Asset module has been postponed due to other Banner implementation priorities; therefore, this action has not taken place yet.</td>
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### Section 5 - Material Weakness - State Compliance - Apportionment Attendance Report (CCFS-320): beginning on page 53 of the Auditor's Report

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<td>There were errors in the calculation in reporting FTES for Physical Education courses in 2005/06, 2006/07 and 2007/08. Some of the summer FTES for summer daily courses were claimed for apportionment in more than one year for both 2006/07 and 2007/08. In 2006/07 the Student Contact Hours of Weekly Census Procedure Courses was overstated.</td>
<td>The District has hired two consultants, who have several years of experience and proven expertise in accurate attendance accounting, to train staff on attendance accounting and assist in the preparation of the 2008/09 CCFS 320 report. These consultants, along with current District staff, are conducting trainings for all staff who are involved in the attendance accounting process, so everyone involved has a clear and consistent understanding of how to determine contact hours/FTES. The District is working with its Technology Services Department to develop reports that will provide the required information to clearly calculate and audit the attendance records. The CCFS 320 report is now reviewed and signed by the VP of Student Services, VP of Academic Affairs and the Director of Fiscal Services prior to being reviewed and certified by the Superintendent/President.</td>
<td>The reports developed by Technology Services and Banner are being used to produce the CCFS 320 report. The process still requires some manual work by staff. Report information is discussed and reviewed by the Vice President of Academic Affairs, Vice President of Student Services and the Director of Fiscal Services, prior to the filing of the report, and certification of the report by the Superintendent/President.</td>
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### Section 6 - State Compliance - Matriculation: beginning on page 55 of the Auditor's Report

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<td>The District charged expenditures to the Matriculation Program which were not activities claimable against the Program and transferred non-credit related expenditures to credit classification in order to meet State match requirements.</td>
<td>The District will review all Matriculation-related expenditures to ensure they meet one of the ten allowable classifications and are properly classified as credit or non-credit.</td>
<td>The VP of Student Services, using the Banner System, approves all transactions in Matriculation prior to Fiscal Services posting them. The District Accountant approves the entries after the VP of Student Services approves them.</td>
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</tbody>
</table>