

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

**EMPLOYMENT 2009-2010**

**Short-term/Temporary/Substitute**

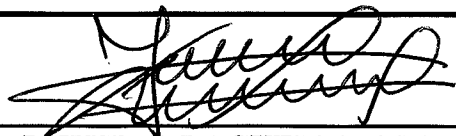
<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Corrine Kirkbride	Math Instructor, BSI Proposal Implementation Basic Skills Initiative	7/1/09 – 6/30/10	\$ 60.80

**EMPLOYMENT 2010-2011**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Robert Brown	Custodian Operating Engineers, Stationary Engineers, Local 39	8/23/10
Deborah Meyer	Custodian Operating Engineers, Stationary Engineers, Local 39	8/23/10
Steven Ercole	Grounds Maintenance Technician Operating Engineers, Stationary Engineers, Local 39	8/23/10
Vincent Rivera	Grounds Maintenance Technician Operating Engineers, Stationary Engineers, Local 39	8/23/10

**Karen H. Ulrich**  
Director of Human Resources

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

**August 6, 2010**  
Date Submitted

**August 6, 2010**  
Date Approved

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR****Governing Board Meeting****August 18, 2010****Page 2****Regular Assignment** (Continued)

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Robin Mattocks	Assistant Director of Human Resources	9/1/10 – until position is filled.
Lucia Robles	Dean, Business & Career Technical Education	8/12/10 – 6/30/11
To be announced	Aeronautics Instructor One Year Temporary Replacement	To be determined

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Fawziya Abdullah	From Student Services Assistant II, Financial Aid To Assessment Center Specialist	9/1/10
David Froehlich	From Director of Facilities To Director of Facilities and supervises Graphic Arts and College Police	8/1/10 – 12/31/10
Steven Springer	From DSP Counselor To Counselor	8/19/10
Thomas Trujillo	From Bookstore Assistant/Shipping & Receiving (CSEA) To Interim Bookstore Supervisor (ALG)	9/1/10

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount/ Hourly Rate</u></b>
Connie Adams	Admin. Asst. I, Academic Senate	8/19/10 – 10/19/10	\$ 15.26
Jim Anderson	Counselor	7/1/10 – 6/30/11	\$ 64.71
Angela Apostal	DSP Counselor	7/1/10 – 6/30/11	\$ 64.71
Robin Arie-Donch	Counselor	7/1/10 – 6/30/11	\$ 64.71
Alison Aubert	Athletic Trainer	8/19/10 – 6/30/11	\$ 40.58 OT
Betty Austin	Athletic Assistant II	8/19/10 – 6/30/11	\$ 31.64 OT
Nick Cittadino	Counselor	7/1/10 – 6/30/11	\$ 64.71
Sarah Donovan	Math Instructor/Basic Skills	7/1/10 – 6/30/11	\$ 64.71
Marianne Flatland	Counselor	7/1/10 – 6/30/11	\$ 64.71
John Frisch	Athletic Trainer	8/19/10 – 6/30/11	\$ 18.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**August 18, 2010**

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**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Amy Gaylor	Counselor	7/1/10 – 6/30/11	\$ 64.71
Jenny Gonzalez	Extended Campus Assistant	7/12/10 – 6/30/11	\$ 19.84
Mary Gumlia	Counselor	7/1/10 – 6/30/11	\$ 64.71
Susan Hoff	Computer Lab Assistant, Contract Ed	10/1/10 – 11/30/10	\$ 15.91
Richard Hornfischer	College Police Officer	7/1/10 – 6/30/11	\$ 18.78
Corrine Kirkbride	Math Instructor, BSI Proposal Implementation Basic Skills Initiative	7/1/10 – 6/30/11	\$ 60.80
Marc Lancet	Guest Speaker, Humanities 1	8/19/10 – 5/25/11	\$ 64.71
Carol Lilleberg	Counselor	7/1/10 – 6/30/11	\$ 64.71
Joylyn Manago	Student Services Assistant II Financial Aid	8/5/10 – 6/30/11	\$ 15.91
Diane Mayers	Umoja	7/1/10 – 6/30/11	\$ 14.61
Marcie McDaniels	Counselor	7/1/10 – 6/30/11	\$ 64.71
Sam McKinney	PE/Athletics Assistant	8/19/10 – 6/30/11	\$ 35.31 OT
Carmen McNeil	Counselor	7/1/10 – 6/30/11	\$ 60.80
Erma Moreno	Counselor	7/1/10 – 6/30/11	\$ 67.21
Jocelyn Mouton	Counselor	7/1/10 – 6/30/11	\$ 64.71
	Umoja Program Scholars	7/1/10 – 6/30/11	\$ 64.71
	Counselor, CalWORKs	7/1/10 – 6/30/11	\$ 64.71
Michiyo Nishioka	Substitute Cosmetology Lab Tech	8/5/10 – 6/30/11	\$ 16.65
Barbara Pavao	Counselor	7/1/10 – 6/30/11	\$ 64.71
Brianda Pereira	Office Assistant, Financial Aid	8/3/10 – 9/30/10	\$ 9.60
Gina Ridesi	Office Assistant, EOPS (Correction of Assignment not Financial Aid)	7/12/10 – 12/19/10	\$ 9.60
Candace Roe	Counselor	7/1/10 – 6/30/11	\$ 64.71
	DSP Counselor	7/1/10 – 6/30/11	\$ 64.71
Sonia Ryan	Counselor	7/1/10 – 6/30/11	\$ 60.80
Abla			
Saah-Christensen	Counselor	7/1/10 – 6/30/11	\$ 64.71
Kamber Sta. Maria	Counselor	7/1/10 – 6/30/11	\$ 49.04
Steven Springer	Counselor	7/1/10 – 6/30/11	\$ 64.71
Scott Stover	Assistant Athletic Director	8/1/10 – 12/31/10	\$ 1,000.00 mo
Ella Tolliver	Counselor	7/1/10 – 6/30/11	\$ 67.21
	Umoja Program Scholars	7/1/10 – 6/30/11	\$ 67.21
Brenda Tucker	Counselor	7/1/10 – 6/30/11	\$ 64.71
John Urrutia	Instructor, Contract Ed	10/1/10 – 11/30/10	\$ 64.71
Erika Van der Gaag	Office Assistant, Financial Aid	8/11/10 – 6/30/11	\$ 9.60
Joan Wallace	Counselor	7/1/10 – 6/30/11	\$ 60.80
Leona Wallace	Counselor	7/1/10 – 6/30/11	\$ 64.71
Mara Winchell	Tutoring Center Specialist Substitute	8/13/10 – until position is filled	\$ 17.40

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**August 18, 2010**

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**Independent Contractors**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
<b>Workforce and Economic Development/Contract Education</b> <b><u>Deborah Mann, Responsible Manager</u></b>			
Diablo Water District	Identify instructor/trainer; develop curriculum; develop and identify course materials; develop and grade course exams; deliver 32 hours of instruction; and evaluate students.	8/12/10 – 9/30/10	\$ 2,136.32

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Elizabeth Atwater	Art Model, Art 4/5	10/18/10 – 11/18/10	\$ 80.00
Debbie Barlow	Accompanist	8/20/10 – 10/5/10	\$ 600.00
	Accompanist	10/12/10 – 12/7/10	\$ 675.00
	Accompanist	12/14/10 – 12/19/10	\$ 225.00
Zwanda Cook	Art Model, Art 4/5	10/20/10	\$ 80.00
Christopher Cronin	Art Model, Art 4/5	8/30/10	\$ 80.00
	Art Model, Art 4/5	9/13/10 – 9/29/10	\$ 160.00
	Art Model, Art 4/5	10/11/10 – 11/1/10	\$ 160.00
Timothy Griffin	Art Model, Art 4/5	9/20/10	\$ 80.00
	Art Model, Art 4/5	10/25/10	\$ 80.00
Judith Larrabee	Real Time Captioner	8/19/10 – 6/30/11	\$ 50.00 hour
Netirza Levine	Sign Language Interpreter	8/19/10 – 6/30/11	\$ 30.00 hour
Shandra Luckey	Art Model, Art 4/5	9/27/10	\$ 80.00
Stephanie O'Neill	Sign Language Interpreter	8/19/10 – 6/30/11	\$ 45.00 hour
Lisa Quinterro	Art Model, Art 4/5	8/20/10 – 9/8/10	\$ 160.00
	Art Model, Art 4/5	8/25/10	\$ 80.00
	Art Model, Art 4/5	10/6/10	\$ 80.00
	Art Model, Art 4/5	11/3/10	\$ 80.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR****Governing Board Meeting****August 18, 2010****Page 5****Professional Experts** (Continued)

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Rachael Staudt	Art Model, Art 4/5	8/23/10	\$ 80.00
	Art Model, Art 4/5	10/4/10	\$ 80.00
	Art Model, Art 4/5	11/8/10	\$ 80.00
Barbara Tooma	Art Model, Art 4/5	9/1/10	\$ 80.00
	Art Model, Art 4/5	9/15/10 – 9/22/10	\$ 160.00
	Art Model, Art 4/5	10/11/10 – 10/27/10	\$ 160.00
 <i><u>Foster &amp; Kinship Care Education</u></i>			
Greg Begin	Present, Teen Issues	9/21/10	\$ 250.00
Sherry Currie-Proctor	Co-present, PRIDE pre-service for Foster & Adoptive Parents	9/13/10 – 9/27/10	\$ 540.00
Deborah Davis	Present, Special Needs Infants and Toddlers	9/1/10 – 9/3/10	\$ 500.00
Erica Dumin	Co-present & Support, Kinship Support & Information	9/1/10 – 9/29/10	\$ 540.00
Peggy Hoover	Co-present, PRIDE, pre-service for Foster & Adoptive Parents, Co-present, Life Books and Co-present, Family Night: Controlling Anger	9/9/10 – 9/30/10	\$ 1,080.00
Nancy Pewitt	Co-present & Support, Kinship Support & Information	9/8/10	\$ 360.00
Kerry Pilley	Present, School Issues	9/7/10	\$ 180.00
D. MaryAnn Turley	Co-present, PRIDE pre-service for Foster & Adoptive Parents and Co-present & Support, Kinship Support & Information	9/1/10 – 9/30/10	\$ 1,260.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**August 18, 2010**

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**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Division/Department</u></b>
Fred Butler	Assist disabled students in Adapted PE Weight Training classes.	PE/Athletics
Tim Farber	MESA Tutor	MESA Center
Georgine Koot	Assist disabled students in Adapted PE Weight Training classes.	PE/Athletics
Vaneet Loomba	Tutoring & general office help	MESA Center
Kiran Singh	MESA Peer Advisor	MESA Center

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Lori Converse	Children's Program Specialist	8/13/10
Thomas Mitchell	Aeronautics Instructor	6/30/10

**2010-11 WINTER AND SPRING BREAK WORK SCHEDULE**

The College will be closed for Winter Break December 23, 2010 through January 2, 2011; return to work January 3, 2011 and closed for Spring Break Thursday, April 21, 2011 through Sunday, April 24, 2011; return to work April 25, 2011.

The CSEA, Chapter #211 will ratify this Side Bar Agreement on August 12, 2010.

**APPROVAL OF RECLASSIFICATIONS, CSEA, CHAPTER #211**

<b><u>Current Position</u></b>	<b><u>Proposed Position</u></b>	<b><u>Employee(s) Name</u></b>	<b><u>Effective</u></b>
1. Extended Campus Assistant Range 10	Student Services Generalist Range 12	Teresa McLeod Dolores Finnerty	August 19, 2010 August 19, 2010
2. Extended Campus Assistant Range 10	Student Services Assistant Range 10	Leslie Almonte Jenny Gonzalez John Seifert	August 19, 2010

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:

07/07/10	Vendor Payment	11022435-11022873	\$ 43,689.50
07/09/10	Vendor Payment	11022874-11022947	\$364,388.55
07/09/10	Vendor Payment	11022948-11022954	\$ 93,780.34
07/15/10	Vendor Payment	11022955-11023021	\$535,723.70
07/15/10	Vendor Payment	11023022-11023030	\$ 33,069.34
07/20/10	Vendor Payment	11023031-11023136	\$ 10,146.00
07/20/10	Vendor Payment	11023137	\$ 20,178.00
07/26/10	Vendor Payment	11023138-11023206	\$281,003.75

**CONTINUED ON NEXT PAGE:**

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

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

Roy V. Stutzman, Consultant  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

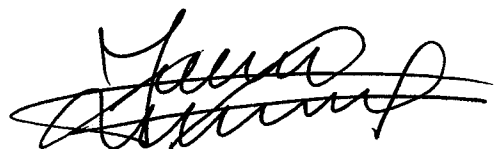
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

07/26/10	Vendor Payment	11023207-11023209	\$425,891.25
07/30/10	Vendor Payment	11023210-11023317	\$578,616.70
08/05/10	Vendor Payment	11023318-11023509	\$ 20,743.50
08/05/10	Vendor Payment	11023510-11023542	\$348,772.40
08/05/10	Vendor Payment	11023543-11023554	\$144,336.71

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

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SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** ELIGIBLE TRAINING PROVIDER AGREEMENT (ETPA)  
WITH THE STANISLAUS COUNTY DEPARTMENT OF  
EMPLOYMENT AND TRAINING ALLIANCE WORKNET

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to contract with Stanislaus County's Alliance Worknet, a division of its Department of Employment and Training. The District has one enrolled student for the fall semester who is participating in the program. This is a third-party billing agreement whereby Stanislaus County reimburses the student for their educational expenses.

A copy of the agreement is provided to the Board under separate cover. A full copy of the agreement may be reviewed in the Office of the Superintendent/President and the Office of the Vice President of Finance and Administration.

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

Roy V. Stutzman, Consultant  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

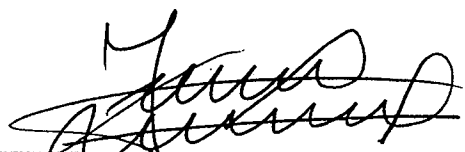
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 6 FOR  
VALLEY CREST LANDSCAPE DEVELOPMENT, INC.,  
ATHLETIC FIELDS RENOVATION PROJECT,  
BID NO. 08-005**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Change Order No. 6 to Valley Crest Landscape Development, Inc.'s base contract for the Athletic Fields Renovation Project. Revised contract amount is as follows:

Contract Award Amount	\$	3,546,000.00
Prior Change Orders	\$	180,790.00
<b>Change Order No. 6</b>	<b>\$</b>	<b>41,468.00</b>
Total Change Orders	\$	222,258.00

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

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

David V. Froehlich  
Director of Facilities

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

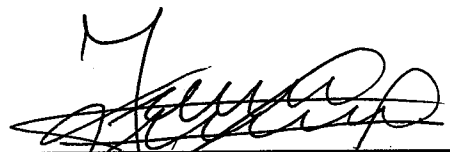
**TELEPHONE NUMBER**

Facilities

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

8/18/2010 VALLEY CREST LANDSCAPE DEVELOPMENT, INC., ATHLETIC FIELDS RENOVATION PROJECT

PCO	Description	Negotiated Amount	Reason	CO
40	Revise pedestrian ramp landing per ADA requirements. The existing ramp was not included in the original scope of work, and did not meet current ADA requirements. (Division of State Architect) DSA during a site walk reviewed the ramp and directed that it be modified.	\$ 5,982.00	Agency Direction	6
41	Install electrical panels on two H-frames at the soccer fields. A change in project scope required the panels to be installed on the metal H-frames and not on Bldg. 1700B which was in construction during that time.	\$ 3,392.00	Unforeseen Condition	6
42	Install panic hardware on double swing gates at six locations (soccer, baseball and softball fields). The direction by DSA was made during a site walk while reviewing each project site.	\$ 12,050.00	Agency Direction	6
48	Revise concrete wall and footing installation per DSA review. Revisions to the concrete work were directed by DSA prior to installation of the backstop wall at baseball, goal post footings at practice football, soccer kicking wall and scoreboard footings at the soccer field.	\$ 20,044.00	Agency Direction	6
<b>TOTAL</b>		<b>\$ 41,468.00</b>		

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

**TO: Members of the Governing Board**  
**SUBJECT: RESOLUTION RECOGNIZING THE CENTENNIAL OF  
FRESNO CITY COLLEGE, RESOLUTION NO. 10/11-04**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Fresno City College was established in 1910 by then-superintendent of Fresno Schools, Dr. Charles L. McLane, to bring higher education to the Central Valley. It was then known as Fresno Junior College. On September 12, 1910, with 20 students and three faculty members, Fresno City College opened its doors and became the first community college in the state of California and the second community college in the nation.

Fresno City College continues to provide its community with educational opportunities and services, and is well represented by its accomplished and successful students who continue to further their education and careers.

Solano Community College District congratulates Fresno City College on the occasion of celebrating their 100<sup>th</sup> anniversary and providing educational excellence to the citizens of the Fresno community and the State Center Community College District.

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

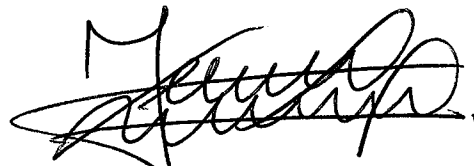
**ADDRESS**

(707) 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 6, 2010  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

1  
2 **SOLANO COMMUNITY COLLEGE DISTRICT**

3 **RESOLUTION RECOGNIZING THE**  
4 **CENTENNIAL OF FRESNO CITY COLLEGE**

5 **RESOLUTION NO. 10/11-04**

6  
7 **WHEREAS**, Fresno City College is observing its 100<sup>TH</sup> anniversary as a community  
8 college;

9  
10 **WHEREAS**, Fresno City College was the first of the 112 community colleges in  
11 California and began offering classes on September 12, 2010. It was the second community  
12 college in the nation, leading the way for what has become the largest higher educational  
13 system in the world;

14 **WHEREAS**, Fresno City College was an early leader in the development of locally-  
15 based, higher-education programs, and has served its region for 100 years by providing high-  
16 quality academic programs and workforce training;

17 **WHEREAS**, Fresno City College is nationally recognized for a variety of programs  
18 and services that include nursing, forensics, honors, theatre arts, auto mechanics, and police and  
19 fire academies;

20  
21 **WHEREAS**, Fresno City College is the main avenue of higher educational in the  
22 Central Valley and is the largest college with the most transfers to CSU, Fresno;

23 **WHEREAS**, Fresno City College alumni have achieved success and have brought  
24 tremendous honor to the city and college in numerous fields, including education, law, military,  
25 medicine, and public service;

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**SOLANO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION RECOGNIZING THE  
CENTENNIAL OF FRESNO CITY COLLEGE**

**RESOLUTION NO. 10/11-04**

**(Continuing – Page 2)**

**WHEREAS**, Fresno City College has helped students to achieve their academic and career goals; and,

**WHEREAS**, Fresno City College is commencing its second 100 years serving nearly 25,000 students each year with nearly 1,500 faculty members, staff, and administrators today.

**NOW THEREFORE BE IT RESOLVED**, That the Board of Trustees of the Solano Community College District recognizes and congratulates Fresno City College for its 100 years of service to the Fresno community and for its rich tradition that has grown to be well respected throughout the state and the nation;

**PASSED AND ADOPTED** By the Solano Community College District of Solano County, State of California, this 18<sup>th</sup> day of August 2010, by a unanimous vote of all members present.

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DENIS HONEYCHURCH, J.D., PRESIDENT

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JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** REVISED CLASSIFIED POSITION DESCRIPTION OF EXTENDED CAMPUS ASSISTANT TO STUDENT SERVICES ASSISTANT I AND A NEW POSITION DESCRIPTION OF STUDENT SERVICES GENERALIST, CSEA/CHAPTER #211

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Attached are two position descriptions which were created as part of the District receiving Center status. The two existing Extended Campus Assistants assigned to work days, one at Vallejo Educational Center and one at Vacaville Educational Center will be reclassified to Student Services Generalist. The salary range placement will be at Range 12 on the CSEA Salary Schedule and become effective August 19, 2010.

The three remaining Extended Campus Assistant positions, two assigned to work evenings at Vallejo and Vacaville Educational Centers, and the position at Travis Air Force Base will be reclassified to Student Services Assistant I. The salary range placement will be at Range 10 on the CSEA Salary Schedule and become effective August 19, 2010.

CSEA is scheduled to ratify this Side Bar Agreement on August 12, 2010. We are requesting the Governing Board approve the attached job descriptions.

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

Karen H. Ulrich  
Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**ADDRESS**

(707) 864

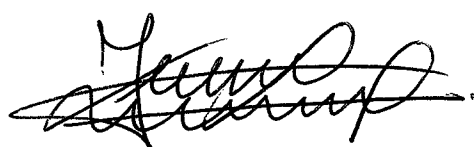
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE:** ~~Extended Campus Assistant~~ STUDENT SERVICES ASSISTANT I

**BASIC FUNCTION:** Under the direction of the Associate Dean, perform a variety of complex and technical clerical support duties and assist in providing student services in an assigned area such as a Satellite Location.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned.**

Provide administrative and clerical support to assigned supervisor and assigned programs and services.

Open site each week-day morning and prepare it for students and staff; assure that audio-visual equipment is available and operable; contact maintenance staff for maintenance and repairs as needed.

Update information on electronic news board and bulletin boards; assign room numbers, bookstore room and instructor mailboxes each semester; prepare site for registration each semester; announce canceled classes at instructors' request.

Order, receive, inventory and issue supplies; perform clerical work such as composing and typing letters and memos, answering telephones, maintaining records and reports.

May pick up mail from main campus, sort and distribute incoming mail.

Collect and account for money from students for registration or materials.

Assist students in completing forms, applications and other materials according to program requirements.

May collect and compile statistical data into special or periodic reports.

Distribute brochures, applications and other information related to the assigned function.

Refer students to other student services areas as appropriate.

Use complex features of desktop publishing, word processing, database management, spreadsheet or other specialized software to create, develop, format, lay out, type, proofread, and prepare a variety of documents.

Maintain various records, files, logs and lists; enter data in computer equipment and file



paperwork as required.

Operate a variety of office machines including microcomputers and peripheral equipment, mainframe terminal, copier, typewriter, calculator and others.

Train and provide work direction to student assistants and temporary workers as assigned.

**Secondary Functions:**

Assist with training of new staff.

Perform job-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:** Graduation from high school including or supplemented by clerical and computer training and one year of increasingly responsible clerical experience which includes the operation of personal computers using the complex features of desktop publishing, word processing, spreadsheet and data base management software or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

**LANGUAGE SKILLS:**

Ability to read and explain State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to effectively present information and respond to questions from students, staff and the general public.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

Ability to perform these operations using units of American money.

**REASONING ABILITY:**

Ability to learn to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

**CERTIFICATES, LICENSES, REGISTRATION:**

Valid California driver's license.

**OTHER SKILLS AND ABILITIES:**

Demonstrate knowledge of:

Modern office practices, procedures and equipment, including letter and report writing, recordkeeping techniques, receptionist and telephone techniques.

Assist students in completing forms and applications.

Meet schedules and timelines.

Prepare and maintain records, files, logs and lists.

Train and provide work direction to student and temporary workers.

Operate office equipment such as mainframe and micro computers and printer, adding machine, copier, automated telephone system and facsimile machine.

Operate an electronic keyboard accurately at 55 words per minute.

Use word processing, spreadsheet data base management computer software, and desktop publishing effectively.

Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

Work independently with minimal supervision.

Work confidentially with discretion.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

**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 stand and sit for long periods of time, walk short distances on a regular basis, 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. Some employees in this classification are frequently required to travel to other District locations to attend

meetings or conduct work.

All 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 here 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 a Student Services office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The work environment is moderately noisy. The employee in this assignment generally works alone and may be confronted by persons seeking shelter within the building.

Marlys Grodt & Associates - 1993

SD/zg TL/KU/zg

Board approved: 6/19/96, 8/11/97, \_\_\_\_\_

**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: STUDENT SERVICES GENERALIST**

**BASIC FUNCTION:** Under the direction of the Center Dean provide current and potential students with registration, financial aid, outreach, assessment, and career services at multiple sites.

**DISTINGUISHING CHARACTERISTICS:** The employee assigned to this class reports directly to the Dean and performs specialized and complex work requiring previous work experience in student services.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned.**

Provide general information and assistance to students, staff, counselors, faculty and administrators, and the public ~~in the interpretation concerning and clarification of~~ registration, and a variety of financial aid, career services and assessment.

Conduct informational workshops and outreach providing general information and referral to the various areas of student services.

Train and provide work direction to student workers. Coordinate schedules and; process student worker timesheets.

~~In collaboration~~ Collaborate with college staff, school administrators and faculty to plan, coordinate and implement the outreach program to local ~~general~~ high school, middle school and elementary school populations, including events such as high school visitations, campus tours, college fairs, career days, community festivals, programs for specific disciplines and countywide administrators' events.

Assist in ~~Prepare~~ preparing promotional materials, correspondence, reports, applications, and other written materials related to high school outreach.

~~Assist with purchasing, preparing requisitions, and maintaining necessary supplies.~~

Prepare and maintain a variety of records, reports, and files related to student outreach and assigned activities; maintain confidentiality of student ~~information~~ records.

Serve as a liaison between ~~Solano~~ SCC Sstudent Sservices programs and the ~~Educational~~ Centers.

Serve on campuswide committees and; attend community events as assigned.

Refer students to appropriate Student Services programs and/or counseling services ~~counselor~~ for professional services.

Perform other office duties including composing correspondence and written materials, establishing and maintaining filing systems; and operating ~~operate~~ a variety of office equipment and machines including computers, peripheral equipment, calculators and copiers, keyboarding and duplicating various materials.

Perform 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:** Any combination equivalent to Associate's Degree and one year experience involving public contact and computer operation in a student services program or any combination of training, experience, and/or education that provides the required knowledge, skills and abilities.

**LANGUAGE SKILLS:**

Ability to write information for reports or publication that conform to prescribed style and format.

Ability to read and explain SCC policies and procedures, S state and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to effectively present information and respond to questions from students, staff and the general public.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

**REASONING ABILITY:**

Ability to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

**CERTIFICATES, LICENSES, REGISTRATION:**

Valid California driver's license.

**OTHER SKILLS AND ABILITIES:**

**KNOWLEDGE OF:**

Community college courses and curriculum preferred.

Admissions and Records and Financial Aid rules, regulations, policies and procedures.

~~Regulations governing the community college registration procedures.~~

~~Rules, regulations, procedures policies and function of federal, State and District financial aid programs.~~

Interpersonal skills using tact, patience and courtesy.

Applicable sections of State Education Code and other applicable laws.

Modern office practices, procedures and equipment.

Maintain records and prepare reports.

**ABILITY TO:**

Work within complex, integrated Enterprise Resource Planning (ERP) systems.

Perform a variety of general outreach activities related to the development, implementation and promotion of District programs and services for student recruitment purposes.

Read, interpret, apply and explain rules, regulations, policies and procedures

Provide general information regarding rules, regulations, procedures, policies and catalogs regarding student registration, financial aid, and other student services areas.

Operate a computer and applicable software.

Communicate effectively both orally and in writing.

Work independently with little direction.

Meet schedules and time lines.

Establish and maintain cooperative and effective working relationships with others.

Public speaking.

Operate a vehicle observing legal and defensive driving practices.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

**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 stand and sit for long periods of time, walk short distances on a regular basis, 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.

The employee in this classification frequently is required to operate a motor vehicle to drive to other county locations or conduct work at other District locations. The employee assigned to this classification must frequently lift, carry and/or move objects such as boxes of supplies and testing materials weighing up to 25 pounds. The employee occasionally moves furniture to accommodate testing needs.

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 here 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 exposed to constant interruptions and the hazards of working with video display terminals. While performing the duties of this classification, the employee frequently is exposed to outdoor weather conditions and vehicle traffic when driving to other locations. The work environment is moderately noisy.

TL/zg:6/16/10

Board approved: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** RESOLUTION ESTABLISHING AD VALOREM TAX  
RATES FOR THE 2010-11 FISCAL YEAR,  
RESOLUTION NO. 10/11-05

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for Resolution No. 10/11-05, establishing the ad valorem tax rates and debt service for the 2010-11 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 2010-11. The District is required to furnish the Solano County Auditor-Controller's Office with this information, as well as the 2010-11 debt service requirement. 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. 10/11-05 and the calculation worksheet for the Board's information.

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

Roy V. Stutzman, Consultant  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



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SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION ESTABLISHING AD VALOREM TAX RATES

FOR THE 2010-11 FISCAL YEAR

RESOLUTION NO. 10/11-05

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 2010-11. Further, the Board formally notifies the Solano County Office of the Auditor-Controller of the District's 2010-11 debt service requirements. The attached worksheet contains the calculation and defines the tax rates.

	<u>2005 General Obligation Refunding</u>	<u>2002, Series 2006B</u>
2010-11 Ad Valorem Property Tax Rate	0.016357%	0.003092%
2010-11 Debt Service	\$6,233,292	\$1,181,077

PASSED AND ADOPTED This 18<sup>th</sup> day of August 2010, by the Governing Board of Solano Community College District.

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

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

**Fund 464**

**FY 2010-11**

Election 2002, 2005 Refunding

**District: Solano Community College**

<u>CURRENT YEAR REQUIREMENT</u>	
Principal and Interest	
02/01/11	1,465,456
08/01/11	5,145,456
Add: Reserve Requirements	
Other Expenses	
Less: Cash (net)*	(377,620)
<b>AMOUNT TO BE RAISED</b>	<b>6,233,292</b>

**Unsecured Roll**

Solano County (net of HOX)	1,473,969,016
Yolo County (net of HOX)	29,038,793
Total Local Roll Net of HOX	1,503,007,809
Less 2% Delinquency Allowance	(30,060,156)
HOX: Solano County	333,765
Yolo County	7,000
Less Redevelopment***	0

\* CALCULATION OF CASH (NET)

IFAS Cash Balance as of 6/30/10	5,234,102
Less: CY Outstanding Payment (08/01/10)	(4,856,481)
Cash (Net)	377,620

Unsecured Net Value

1,473,288,418

@ 0.015375% = Unsecured Roll  
*Previous year's secured rate*

226,518

Revenue Estimates

**Secured Roll**

Solano County (net of HOX)	35,745,633,221
Yolo County (net of HOX)	598,439,611
Total Local Roll Net of HOX	36,344,072,832
SBE: Solano County	28,905,404
Yolo County	75,890
Less 1/4% Cancellation/Refunds	(90,932,635)
HOX: Solano County	431,239,186
Yolo County	8,923,757
Less Redevelopment***	0

Secured Net Value

36,722,284,434

@ 0.016357% = Secured Roll  
*Calculation Below*

6,006,774

**TOTAL ESTIMATED REVENUE**

6,233,292

AGENCY ESTABLISHED RATE

Amount to be Raised	6,233,292
Less: Unsecured Roll	(226,518)
Secured Roll	6,006,774
Secured Net Value	36,722,284,434
Current Year Rate	<u>0.016357%</u>

\*\*\* Redevelopment is to be excluded from calculations for issues after 1989

**Fund 476**

**#REF!**

Election 2002, Series 2006B

**District: Solano Community College**

<u>CURRENT YEAR REQUIREMENT</u>	
Principal and Interest	
02/01/11	344,718
08/01/11	824,718
Add: Reserve Requirements	
Other Expenses	
Less: Cash (net)*	11,642
<b>AMOUNT TO BE RAISED</b>	<b>1,181,077</b>

**Unsecured Roll**

<i>* CALCULATION OF CASH (NET)</i>	
IFAS Cash Balance as of 7/28/09	837,976
#REF!	(849,618)
Cash (Net)	(11,642)

Solano County (net of HOX)	1,473,969,016
Yolo County (net of HOX)	29,038,793
Total Local Roll Net of HOX	1,503,007,809
Less 2% Delinquency Allowance	(30,060,156)
HOX: Solano County	333,765
Yolo County	7,000
Less Redevelopment***	0

**Revenue Estimates**

Unsecured Net Value 1,473,288,418 @ 0.003086% = Unsecured Roll 45,466  
*Previous year's secured rate*

**Secured Roll**

Solano County (net of HOX)	35,745,633,221
Yolo County (net of HOX)	598,439,611
Total Local Roll Net of HOX	36,344,072,832
SBE: Solano County	28,905,404
Yolo County	75,890
Less 1/4% Cancellation/Refunds	(90,932,635)
HOX: Solano County	431,239,186
Yolo County	8,923,757
Less Redevelopment***	0

Secured Net Value 36,722,284,434 @ 0.003092% = Secured Roll 1,135,611  
*Calculation Below*

**TOTAL ESTIMATED REVENUE** 1,181,077

**AGENCY ESTABLISHED RATE**

Amount to be Raised	1,181,077
Less: Unsecured Roll	(45,466)
Secured Roll	1,135,611
Secured Net Value	36,722,284,434
Current Year Rate	<u>0.003092%</u>

\*\*\* 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: EXTENSION OF LEASE AGREEMENT WITH SIERRA  
BAY PROPERTIES, INC., FOR THE PREVIOUS  
VACAVILLE CENTER FACILITY

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to extend the lease on the previously used Vacaville Center facility. The owner, Sierra Bay Properties, Inc., has agreed to a no-rent, District pays utilities and expenses-only lease for the next five months (through 12/31/10) while the District evaluates possible future use options for the facility. Lease agreement is attached.

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

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

David V. Froehlich  
Director of Facilities

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Facilities

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## FOURTH AMENDMENT TO LEASE

August 4, 2010

This Fourth Amendment to Lease ("Amendment") is dated for reference purposes only and is made by and between SIERRA BAY PROPERTIES, INC., a California corporation, as successor-in-interest to MISSION VACAVILLE LIMITED PARTNERSHIP, a California limited partnership ("Landlord"), and SOLANO COMMUNITY COLLEGE DISTRICT, a California community college district ("District").

### RECITALS

This Amendment is made with reference to the following facts and objectives:

- A. Landlord and District entered into a written Interim College Facility Lease dated May 1, 1996, ("Original Lease"), in which Landlord leased to District and District leased from Landlord certain premises which consists of approximately thirteen thousand nine hundred forty (13,940) rentable square feet, located at 2000 North Village Parkway, Vacaville, California 95688 ("Premises").
- B. The Original Lease was implemented by Memorandum of Lease Commencement dated October 10, 1997, First Amendment to Lease dated August 11, 2006, Second Amendment to Lease dated June 19, 2008, and Third Amendment to Lease dated December 17, 2009. Original Lease, together with the four (4) aforementioned documents shall be hereinafter referred to collectively as the "Lease".
- C. The Third Extended Term has expired on June 30, 2010. District wishes to convert the Lease Term to a month-to-month term while the District is evaluating the availability of funding for the purposes of entering into a long-term lease or lease-purchase agreement with Landlord.
- D. Landlord and District, therefore, wish to amend the Lease, as provided in this Amendment.

NOW THEREFORE, in consideration of the mutual provisions herein contained and the detriment to be suffered by each of the parties, Landlord and District agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meanings defined in the Lease.
2. Term. Retroactively effective July 1, 2010, the Term of the Lease is hereby converted to a month-to-month term whereby either party may terminate the Lease upon thirty (30) days prior written notice, provided that the duration of such month-to-month term shall not exceed six (6) months and shall in any event expire December 31, 2010 at the latest.
3. Base Rent Reduction. Retroactively effective July 1, 2010 and continuing until further notice District shall not be obligated to pay Base Rent ("Base Rent Reduction"), but District shall continue to pay its Pro Rata Share of Common Area Expenses in accordance with Section 3.3 of the Lease and subject to Section 6 below. This Base Rent Reduction is personal to District only and shall not be applicable to any assignee, sublessee, etc. If District enters into default or breach of the Lease anytime during this Base Rent Reduction, said Base Rent Reduction shall be terminated and the Base Rent shall revert back to the monthly Rent paid during the period immediately preceding said Base Rent Reduction.
4. Acceptance of Premises. District shall accept the Premises in its "AS IS" condition. Any improvements desired by District shall be at District's sole cost and expense with Landlord's prior written approval in accordance with Section 9 of the Lease.
5. Common Area Maintenance. District shall maintain the Common Areas of the Project ("Common Area Maintenance"), at its sole cost and expense, with the exception of the fire alarm monitoring and fire sprinkler repair and inspection, which Landlord will continue to maintain. Common Area Maintenance shall include, without limitation, the mowing of grass, care of shrubs and general landscaping, repairs, replacements, painting, exterior lighting and exterior lighting fixtures, cleaning, trash removal, security, the maintenance of the parking lot, and properly

cleaning and repairing any spills, waste or damage in all Common Areas occasioned by deliveries to the Premises. District shall perform the Common Area Maintenance in accordance with Landlord's standards. In the event that District fails to maintain the Common Areas of the Project in accordance with Landlord's standards and has received a twenty (20) day notice from Landlord demanding a cure of said default during the Term hereof, Landlord shall have the right, but shall not be obligated to, elect to take over such maintenance of the Common Areas of the Project if said notice is not cured within twenty (20) days. If Landlord so elects, District shall be obligated to pay to Landlord, for the period of such maintenance, the actual, reasonable costs Landlord incurred to maintain said Common Area during said period of time. At any time after such election, Landlord may notify District that Landlord no longer wishes to maintain the Common Areas of the Project and District shall resume such maintenance as required by this Section 6.

6. Use. District shall use the Premises during said month-to-month term for occasional meetings or events, but not for regular classes or office use.
7. Right to Market. Landlord may continue to market the Premises to prospective tenants. Upon reasonable notice Landlord and its agents shall have the right, as part of its marketing efforts, to enter the Premises for the purpose of showing the Premises to prospective tenants at commercially reasonable days and times. Upon execution of this Amendment, District shall provide Landlord with a key to the Premises for the purpose of Landlord's marketing efforts.
8. Brokers. Landlord and District warrant to each other that they have dealt with no real estate broker or agent in connection with this Amendment. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity who claims or alleges that they were retained or engaged by or at the request of such party in connection with this Amendment.
9. Effectiveness of Lease. Except as set forth in this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

WHEREOF, the parties hereto have executed this Fourth Amendment to Lease this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**LANDLORD:**  
**SIERRA BAY PROPERTIES, INC.,** a  
 California corporation, as successor-in-interest  
 to MISSION VACAVILLE LIMITED  
 PARTNERSHIP, a California limited partnership

By: \_\_\_\_\_  
 Douglas W. Messner  
 Vice President

By: \_\_\_\_\_  
 Mark D. Wickham  
 Senior Vice President

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

**DISTRICT:**  
**SOLANO COMMUNITY COLLEGE**  
**DISTRICT,** a California community college district

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** AGREEMENT WITH TOTAL COMPENSATION SYSTEMS, INC.  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to contract with Total Compensation Systems, Inc. (TCS) to perform a retiree health benefits actuarial study. The last study was conducted in 2008. The study is in accordance with Governmental Accounting Standards Board (GASB) 43/45 recommendation for compliance that a study be conducted every two years. This study will include all actuarial estimates and support required to comply with GASB 43/45 and ACCJC requirements in addressing long-term financial obligations.

TCS has provided actuarial studies for the District since 2001. The District has been pleased with its services. TCS is one of the firms recommended by the Community College League of California's Retiree Health Benefits Program JPA, of which the District is a member.

The total contract amount is \$5,900 with an additional \$1,600 for travel and meeting preparation expenses, if needed.

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

Roy V. Stutzman, Consultant  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

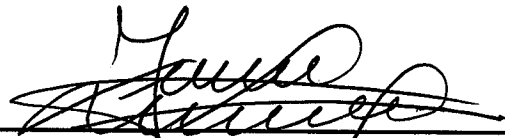
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 25 day of June, 2010 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Solano Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.

2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.

3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until { }, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.

4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.

5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.

6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.

7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.

8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.

9. Indemnification. (a) By Customer. Customer hereby agrees to defend and



indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.

b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.

c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"  
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"  
SOLANO COMMUNITY COLLEGE DISTRICT

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

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

By: Jowel C. Laguërre, Ph.D. \_\_\_\_\_

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

Title: Superintendent/President \_\_\_\_\_

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

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

## SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

## SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$5,900. One-half, or \$2,950 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,950 shall be due within 30 days of the delivery by Consultant to Customer of the final consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** HIGHER ONE, A FINANCIAL AID MANAGEMENT COMPANY  
**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

Solano Community College produces and mails approximately 20,000 financial aid checks to students each year; a time consuming and costly process. Over the past year, the Financial Aid Department has researched options to streamline the process and is seeking Governing Board approval to secure the services of Higher One, a financial aid management company to provide this service. Higher One will provide students with safe and convenient methods for receiving their financial aid awards electronically, by either disbursing funds to existing checking or savings accounts, or, if a student does not have a bank account, Higher One offers an optional free checking account with a Debit ATM card.

The cost for this service is \$0.40 per refund disbursement, which is significantly less than what the District is currently paying to send out financial aid award checks through the mail. Higher One provides customer service inquiries and will handle returned checks due to incorrect address or bounced ACH payments.

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

Arthur Lopez, Interim Dean  
Financial Aid and Enrollment Management

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7889

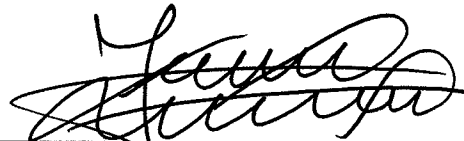
**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**JOWEL C. LAGUERRE, PH.D.**  
Superintendent/President

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



Exhibit A  
Description of Services

*1. General Description*

Higher One will arrange for each User to have access to a DDA, held by a licensed depository institution (the "Bank") that will allow for deposits and withdrawals from DDA. All DDAs will be insured by the Federal Deposit Insurance Corporation ("FDIC"). Deposit transactions may include those initiated electronically, through mail and by phone. Withdrawal transactions may include those initiated by the User directly through the use of the DDA Card, online or through paper checks.

Higher One will provide each User with a co-branded Institution / Higher One MasterCard® (or other network) debit card ("DDA Card") that will provide access to each User's DDA. The Services to the Institution relating hereto will include the following:

- a. developing the design of the DDA Card;
- b. personalizing the DDA Card with full name, and expiration date;
- c. encoding the DDA Card with an ISO 16-digit card number (generated by Higher One) and, if necessary (as determined by the Institution), the Institution identification number as determined during set-up;
- d. delivering the DDA Card to Users via U.S. Mail or other method agreed upon by Higher One and the Institution;
- e. disbursing of all funds that the Institution delivers to Users, including financial aid credit balances, tuition overpayments and similar ("Institution Disbursements"); and
- f. issuing standard reports relating to Institution Disbursements.

Higher One shall disburse all Institution Disbursements to Users. U.S. Department of Education Title IV regulations ("Title IV Regulations") loan refunds will be made within the timelines dictated by all applicable laws, rules and regulations, including the Higher Education Act under Federal Cash Management Rules. Users will have the option to receive the refunds deposited directly into the DDA or receive an electronic ACH transfer to a third party bank account. If a User does not have a valid refund preference selection and such Institution Disbursement is subject to Title IV Regulations, Higher One will issue a default paper check to such User, within twenty-one (21) days of receipt of the refund data and wire transfer, to the address that Higher One has on file for such User, if such an address exists. To initiate the Institution Disbursement, the Institution will provide to Higher One data indicating recipients of funds. To confirm the disbursement request, the Institution must wire transfer the funds to an account designated by Higher One.

Upon the request of the Institution, Higher One will provide functionality to allow Users to use funds in their DDA for on-campus purchases through the Institution One Card system. In the event of an error or if a User has a negative balance in his or her respective DDA, Higher One is authorized to reverse any transfers to on-campus spending accounts, if the funds are still available in such account.

The Institution may elect to make the DDA Card the official identification card of the Institution at no additional cost during the implementation process. To qualify for this no-cost option, the Institution shall notify Higher One in writing prior to finalizing the design of the Institution's DDA Card.

*2. Marketing*

Higher One shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution. Specifically, the Institution gives permission to Higher One and its check printing vendor, currently Deluxe Financial Services, to use the Institution name and the Institution logos for the purpose of check printing. This permission is granted royalty-free and may be used exclusively by Higher One and its affiliates for accounts associated with the Institution.

Higher One will develop and distribute information marketing the Services to Users by any one or more of the following methods: email, direct mail, telephone, Institution distributed mail, posters, brochures, press releases, and news advertisements. Higher One and the Institution will jointly approve any marketing materials using Institution marks. Higher One will contact DDA accountholders with information regarding their accounts and related services, as permitted or required by law. The Institution will allow Higher One to include marketing materials in appropriate Institution mailings, and use its best efforts to promote and encourage use of the DDA through on-campus and alternative methods. Additionally, the Institution will provide Higher One a means of contacting all Users electronically to inform them about the Services. To the extent possible, the Institution will inform each User's parents (if applicable) about the Services.

### *3. Customer Service*

Higher One will maintain its standard co-branded Higher One / Institution website that will provide the following functions: DDA information, including transaction information, electronic funds transfer request capability, disbursement status information, other standard customer request capabilities, customer service contact information and other relevant Higher One and the Institution information. For additional customization of website functionality above the standard offering, Higher One will provide a price quote to the Institution prior to commencing customization work. Higher One shall provide industry standard customer service with respect to the Services for every User. Communication channels between the Users and Higher One shall include phone, email, US mail, fax and website. Website availability shall be subject to scheduled and unscheduled downtime, which Higher One shall communicate to the Institution if possible.

### *4. ATMs*

Higher One or one of its affiliates shall purchase or lease the number of ATMs specified on the first page of this Agreement at Higher One's cost and shall be permitted to install such ATMs on the Institution's premises. The ATMs shall be installed, serviced and maintained by Higher One, one of its affiliates or a third party contracted by Higher One or one of its affiliates. The ATMs shall use a major ATM network that will facilitate national and international access.

### *5. Rewards and Deals*

Higher One, one of its affiliates or a third party contracted by Higher One, may maintain various rewards and incentive programs, from time to time, that would be available to Users. Higher One shall be responsible for the recruitment and management of participating merchants, deals and other promotions, and the assignment and administration of any User benefits. Higher One shall be responsible for informing Users of any such programs offered and the associated terms and conditions of the respective programs.

### *6. Optional Services (upon mutual agreement)*

Higher One and the Institution may agree that Higher One shall provide the Institution additional services under this Agreement (which are not otherwise included pursuant to the terms of this Agreement) including, but not limited to, the following:

- a. accepting Higher One's OnePay for tuition and fee payments and payment plans;
- b. offering automated deposit for faculty and staff expense reimbursement;
- c. providing Institution electronic bill presentment and web-based bill payment;
- d. assuming payroll processing, such as direct deposit or Higher One's OnePay process;
- e. providing the Institution a complete eCommerce solution; and
- f. offering various alumni products and services.

To the extent that Higher One and the Institution agree that Higher One shall provide certain optional services, such additional optional services can only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply.

## 7. Miscellaneous Higher One Obligations

Pursuant to the terms of this Agreement, Higher One shall be responsible for the following actions:

- a. producing and mailing of the DDA Cards to the Institution or User within five (5) business days of receipt of record for both new and replacement DDA Cards;
- b. monitoring of the DDA including fraudulent use of the DDA Card by persons other than the User;
- c. making available online monthly DDA statements to Users and providing necessary services for DDA transactions to comply with Regulation E (15 U.S.C. 1693 *et seq*); and
- d. providing secure logins to authorized representatives of the Institution that will allow access to standard reports online related to Institution Disbursements and other information.

The Institution shall be responsible for the protection and the management of the logins of each of its authorized representatives into Higher One's systems and shall be liable for any disclosure, theft or abuse of logins.

## 8. Charges to the Institution

The Institution shall pay to Higher One the fees and amounts as described below. The Institution acknowledges that the fees and other amounts due to Higher One, as set forth below, do not include taxes, duties or other governmental charges including, but not limited to, sales, use, excise, and value added taxes (but excluding any taxes imposed on Higher One's income), and the Institution shall pay such taxes if applicable and levied or imposed by any government authority in connection with the Services.

### 8.1 Institution Charges

(a) **Set-up and Implementation Costs:** The Institution acknowledges that Higher One commits a significant investment in set-up, marketing and other implementation-related services. With the exception of causes outside the control of the Institution, in the event that the Services are not launched by the "Go-Live Date" set forth on the first page of this Agreement, the Institution agrees to pay Higher One \$25,000. Additionally, to the extent the Services are not fully launched 120 days after the Go-Live Date, the Institution shall remit to Higher One a second payment of \$25,000.

(b) **Fees:** The following fees will be charged to the Institution as incurred:

Funds Disbursement Fee- ACH/DDA/Default Title IV Paper Check	\$0.40
Reversal Fee (if refund is reversed back to the Institution)	\$5.00
Inactive Replacement Card Fee *	\$10.00
Active Replacement Card Fee charged to Users, collected by Higher One	\$20.00

*\*(Charged to the Institution for additional card orders when a User never authenticated/activated the initial card and requests a Replacement Card)*

Higher One shall provide DDA Cards to all Users who are credit-seeking students enrolled at the Institution up to the Term Card Allotment specified on the first page of this Agreement at no charge. For purposes of this Agreement, the term "New Card" shall be defined as each DDA Card produced in excess of the Term Card Allotment provided to the Institution by Higher One. For each New Card produced in excess of the Term Card Allotment, the Institution shall pay Higher One a fee of \$5.00 per card. Each User shall receive one initial DDA Card. Each additional DDA Card provided to a User by Higher One in any subsequent order shall be considered a "Replacement Card".

To the extent that the Institution processes less than 90% of all Institution Disbursements through Higher One's One Disburse® system in any given semester, Higher One reserves the right to charge the Institution a card maintenance fee of \$1 per month per User.



(c) Additional Charges: The Institution may request the following optional services (which are not otherwise included pursuant to the terms of this Agreement) and the cost of such services shall be quoted upon request:

- a. Non-standard features on the co-branded website and custom reports
- b. Additional ATM placements
- c. Exception handling for Funds Disbursements
- d. Non-basic marketing support or changes to standard marketing materials
- e. Modifications to card design after approval, or additional card features such as proximity or smart chips (pricing above includes standard embossed mag-stripe cards only)
- f. Assistance in de-converting from the Services
- g. Excessive Data Transfer (charged in the event that unnecessary files and/or data are uploaded to Higher One's system)
- h. Campus visits requested by the Institution after the implementation and launch of the Services
- i. Additional training requested post implementation and launch of the Services.

The aforementioned optional services will be quoted at Higher One's standard hourly rates at such time. The current standard hourly rate is \$275 per hour for technical and project management time. For large projects, discounts on the standard hourly rates may be available. For the avoidance of doubt, to the extent that Higher One and the Institution agree that Higher One shall provide any of these optional services listed in this subsection (c), such additional optional services can only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply.

## *8.2 Invoices*

To the extent that an invoice is issued to the Institution for charges incurred, the Institution shall pay such invoices within thirty (30) days of the dated of the invoice. In the event any amounts due remain unpaid beyond the 30<sup>th</sup> day, Higher One reserves the right to charge the Institution a late fee of 1.5% of the unpaid amount for each month such amount remains unpaid. With the exception of any amounts that the Institution disputes in writing and in good faith within thirty (30) days of invoice date, the Institution agrees that it shall neither make nor assert any right of deduction or set off from fees on invoices submitted by Higher One. The Institution acknowledges that the above pricing structure is based on Higher One being allowed to provide all of the Services contained in this Agreement. Any change to the terms, scope, timeline or the Services may result in a modification to the pricing set forth above. Additionally, Higher One reserves the right to increase any fees and prices annually by a factor not to exceed the greater of 5% or the U.S. Department of Labor, Consumer Price Index.

Exhibit B  
Terms and Conditions

**1. DEFINITIONS**

The following definitions apply to the terms set forth below when used in this Agreement:

1.1 "ACH" shall mean Automated Clearing House

1.2 "ATM" shall mean a mechanized or electronic device that allows consumers to withdraw cash from a bank account and may provide additional functions.

1.3 "DDA" shall mean a Demand Deposit Account opened and maintained by a User through Higher One.

1.4 "ERP" shall mean an Institution System and/or third party vendor system that facilitates the enrollment, billing, grades, record keeping, and payroll of Users.

1.5 "Government Rules" shall mean all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

1.6 "Higher One Materials" shall mean any computer programs (source and object code and executable form), communications protocols, specifications, layouts, flow charts, manuals and instruction books, websites, content, designs, logos, proprietary methods, marketing strategies and operational guidelines, as provided by Higher One to the Institution, or developed and used by Higher One in the course of performing the Services.

1.7 "Institution Data" shall mean any data or information of the Institution that is provided to Higher One in the performance of its obligations under this Agreement, including data and information with respect to the businesses, operations, facilities, products, consumer markets, assets, finances, and personal information of Users. For the avoidance of doubt, Institution Data may include basic User information including, but not limited to, the User's full name, physical address, phone number and date of birth. Additional required data will be determined during implementation. Institution Data shall not mean the data generated and used by Higher One to provide the Services to Users.

1.8 "Institution System" shall mean the equipment, hardware, and all related electronic equipment and any computer programs (source code, object code and executable form), used by the Institution to provide its products and services to Users and used by the Institution in conjunction with the Services.

1.9 "One Card" shall mean an Institution System and/or third party vendor system that provides a multitude of campus services to Users through their DDA Card.

1.10 "Operating Rules" shall mean any written operating rules and regulations required by third party providers, including but not limited to VISA, MasterCard®, and Fiserv.

1.11 "Services" shall mean the services to be provided by Higher One to the Institution as set forth on Exhibit A.

1.12 "User" shall mean a faculty member, staff member, student, or other person affiliated with the Institution who is eligible to receive a DDA Card.

**2. PROVISIONS OF SERVICES**

**2.1 Terms Governing Services.** This Exhibit sets forth the terms and conditions applicable to any of the Services which may be provided by Higher One to the Institution during the Term.

**2.2 Changes or Additions to Scope.** Either party may propose a change to any Exhibit, or any additional services to be provided by Higher One to the Institution under an additional Exhibit; however, no such change or additional services shall become part of this Agreement unless and until accepted and agreed in writing by both parties. Upon such execution, such amended or supplemental Exhibit (and any of the Services) shall become part of this Agreement.

**2.3 Conditions Precedent to Services.** Higher One's obligations hereunder shall be subject to obtaining regulatory and third party approvals needed to provide the Services.

### 3. INSTITUTION OBLIGATIONS

The Institution understands and agrees that Higher One's performance of its obligations hereunder is dependent upon the Institution's cooperation and timely performance of certain tasks and obligations. These tasks and obligations are set forth below and shall include, but are not limited to:

- a. assigning adequate personnel to assist Higher One in the performance of the Services and providing assistance to and coordinating with third party providers of the Institution System to facilitate the timely implementation and performance of the Services;
- b. providing any technical data and other technical information necessary for access to the Institution System and for the performance of the Services;
- c. facilitating any integration and coordinating with Institution System third party vendors including One Card, ERP and other providers in order to connect the Services with the Institution System;
- d. maintaining and operating all of the features and functionalities of the Institution System, unless otherwise expressly stated in Exhibit A, and protecting all information stored on the Institution System;
- e. providing Higher One space on the Institution's campus to install (at a minimum) the number of ATMs specified on the first page of this Agreement, and providing and paying for telecommunication lines and electric outlets for all Higher One ATMs;
- f. assisting Higher One in the design of marketing information related to the Services;
- g. providing Higher One the right to have marketing materials related to the Services included within Institution mailings to Users, continuing to remain responsible for any expenses, including postage, relating to the Institution distributed mailings to Users and not entering into any agreement or similar relationship with any other third party provider relating to the co-branding of checking accounts and/or debit, store-valued or equivalent cards during the Term;
- h. providing (i) access to and assistance with marketing information related to the Services to be distributed to Users by the Institution and (ii) timely decisions and approvals necessary for the timely delivery of the Services;
- i. generating and distributing of payroll stubs and associated tax-related information to the extent that Higher One is handling payroll disbursements;
- j. issuing and distributing temporary cards, which will not be DDA Cards in the event that the Institution desires to provide Users with a temporary card in the case of loss or theft of a Users DDA Card; and
- k. providing Institution Data to Higher One to perform the Services.

#### **Campus Assistance with Customer Identification Program**

The U.S.A. Patriot Act (the "Patriot Act") was passed in an effort to prevent terrorist funds from flowing freely within the United States banking system. Under the Section 326 of the Patriot Act and certain other banking regulations, banks and other parties that handle or transmit funds must have a Customer Identification Program ("CIP"). The CIP ensures that required identity information is not only verified but is retained properly. Higher One's CIP process and website will handle compliance with the Patriot Act. Although Institution participation with the CIP is optional, many clients of Higher One elect to participate for several reasons. Participation with the CIP enhances the Institution's program convenience for students and ensures that the Institution's staff has real-time access to verification tools and reports available through Higher One. Higher One understands that it is not always possible to assist with the CIP verification for all students (i.e. distance learners). The Institution's participation with the CIP helps promote teamwork and adds value to the program.

There are several areas where a process for CIP may occur at the Institution. Although a CIP process may already be a part of a department at the Institution (e.g., Admissions, Card Office, ID functions), it is common to integrate a process into daily operations at any and all points in which identification is currently being verified. Many Higher One clients choose to integrate the CIP process with its business office, carding functions and orientation sessions. Higher One can share best practices with your campus and help with the CIP process.

In the event that the Institution agrees to participate with the CIP described below, the Institution shall be responsible to verify the accuracy of the information collected, as required by laws and regulations, such as FERPA and the Patriot Act, and retain any required records of such verification and Higher One and the Institution hereby agree as follows:

a. *Information to be obtained and verified.*

The Institution agrees to obtain at least the following information for each prospective accountholder: First Name, Last Name, Date of Birth and Physical Address. The Institution shall verify such information by examining an unexpired U.S. or foreign government issued photo identification document that shows the nationality or residence of the individual, such as passport, US drivers license, US state or federal issued ID card, US Military card or US Coast Guard Merchant Mariner card. The Institution shall transmit at least weekly to Higher One, either electronically or on paper, information regarding the documents examined for each customer, including document number, place of issuance, expiration date and issuance date, if applicable. Higher One will store these records that will be Higher One's records for purposes of complying with the Act, in compliance with applicable rules. If a prospective accountholder's identity cannot be verified as described, the Institution shall notify Higher One thereof, so that Higher One can perform alternate verification methods.

b. *Right to Review.*

Higher One shall have the right to supervise and oversee the Institution's procedures for obtaining and verifying the identifying information and to review records kept as described in Section (a) above. Higher One shall have an audit program in place in which it will test the customer identification services being performed on an annual basis, in which it will review a sample of the records created by the Institution. In addition, Higher One will have an annual on-site visit to review the verification process. As soon as the program has been established for three (3) years, Higher One may reduce the frequency of on-site visits as appropriate. If the Institution fails to comply with its CIP obligations as set forth herein, Higher One will take steps necessary to verify customers' identities itself at the Institution's expense.

c. *Miscellaneous.*

To the extent that the Institution elects to assist with the CIP, because the Institution would then be performing customer identification services for Higher One, the Institution acknowledges that it would be a third party service provider to Higher One pursuant to 12 USC 1867(c) and Higher One shall notify the FDIC upon the earlier of (i) thirty (30) days of this compliance agreement or (ii) when the service provider starts work. The Institution further acknowledges that it would also be subject to regulation and examination related to these customer identification functions by the FDIC to the same extent as if such functions were performed by Higher One on its own premises.

Yes, the Institution agrees to the terms and conditions above.  (Default if neither box is checked)

The Institution declines to assist with the CIP at this time.

#### 4. COMPLIANCE AND WARRANTIES OF PARTIES

**4.1 Compliance.** Higher One and the Institution shall comply in all material respects with any Government Rules, Operating Rules and Higher One Materials applicable to the Services and/or the performance of their obligations hereunder.

**4.2 Higher One.** Higher One represents and warrants that: (i) its performance of the Services materially complies with all applicable Government Rules; (ii) none of the Higher One Materials contains any defamatory, damaging, obscene or offensive materials, or any materials that knowingly infringe or breach any third party's copyrights, trade secrets or moral rights; and (iii) all storage, maintenance and use of the Institution Data by Higher One will materially be in compliance with all Government Rules.

**4.3 Title IV Program Compliance.** Higher One agrees to the following: (i) to comply with all statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under Title IV of the Higher Education Act program ("Title IV HEA Programs"); (ii) to refer to the U.S. Department of Education Office of Inspector General for Investigations any information indicating there is reasonable cause to believe either: (a) the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV HEA Program, or (b) an applicant for Title IV HEA Program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application; (iii) to be jointly and severally liable with the Institution for any violation by Higher One of any statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under the Title IV HEA Programs; (iv) to make available to the Institution all records in Higher One's possession pertaining to the Institution's participation in the program or programs for which the Services are no longer provided, if this Agreement is terminated, or Higher One stops providing the Services, goes out of business, or files a petition under the US Bankruptcy Code; and (v) to submit any required compliance audit to the U.S. Department of Education.

**4.4 Institution.** The Institution represents and warrants to Higher One that: (i) it has obtained in writing any licenses, permits, registrations, waiver or other authorizations from any party necessary for Higher One to access and use the Institution Data and Institution System to perform the Services; (ii) the Institution Data is complete and accurate, to the best of the Institution's knowledge, and the Institution has reasonable and appropriate procedures to insure same; and (iii) the Institution Data and the Institution System do not contain any defamatory, damaging, obscene or offensive materials, or any materials that infringe or breach any third party's copyrights, trade secrets or moral rights.

## 5. CONFIDENTIALITY

**5.1 Confidential Information.** Higher One and the Institution each acknowledges that it will disclose to the other party confidential and proprietary information that has commercial value to the disclosing party in its business that is not in the public domain. For purposes of this Agreement, "Confidential Information" shall mean (i) all information of a party that is marked "confidential", "proprietary", "internal" or with a similar designation or that from the circumstances a party should reasonably understand to be confidential or proprietary to the other party and (ii) trade secrets, confidential knowledge, know-how, software, technical information, data or other proprietary information or business information regarding business planning and operations of disclosing party.

**5.2 Obligations.** Each party shall only use the Confidential Information of the other party to perform its obligations under this Agreement. Each party will use at least the same degree of care, but not less than reasonable care, and to the extent permitted by Government Rules, to prevent any disclosure to third parties of the Confidential Information of the other party as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature; provided, however, that each party may disclose such information to its employees, agents, subcontractors and vendors who have a need to know such information, who have been advised by the disclosing party of the obligation to preserve such information's confidentiality, and who have entered into a written confidentiality agreement containing obligations materially similar to those contained in this Section. The disclosing party shall be responsible for any breach by any of its employees, agents, subcontractors or vendors of any such confidentiality obligations. Upon expiration or termination of this Agreement for any reason, each party shall return promptly to the other party all Confidential Information in such party's possession and certify in writing to the other party its compliance with this sentence.

**5.3 Exclusions.** Notwithstanding the foregoing, this Section will not apply to any Confidential Information of a party that the other party can demonstrate as evidenced by written records: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure not subject to any confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (v) was independently developed by or for the receiving party without reference to Confidential Information of the furnishing party; or (vi) may be required to be disclosed under Government Rules, or as may be required to comply with legal process, provided, however, that the disclosing party shall first give the other party notice of any such disclosure and shall only disclose so much of the other party's Confidential Information as is necessary to comply with the applicable legal requirement or process. Institution Data shall not be deemed Confidential Information for purposes of this Section but shall be subject to Section 6.

**5.4 Equitable Remedies.** Each party acknowledges that, to the extent that it breaches (or threatens to breach) its obligations under this Section, the other party will be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or threatened to breach) any such obligations, such party will not oppose the entry of an appropriate order restraining it from any further breaches (or threatened breaches).

## 6. INSTITUTION DATA

**6.1 Higher One.** Higher One agrees to store and use the Institution Data in compliance with all Government Rules, in accordance with any standards or procedures set forth in the Operating Rules, and in accordance with industry standards. Higher One shall share the Institution Data with third parties solely as necessary to provide the Services hereunder or as may be required to be disclosed under Government Rules or to comply with legal processes. All personal User information will be handled per Higher One's privacy policy (as may be revised from time to time) and in accordance with the Family Education Right to Privacy Act (Buckley Amendment) and the Gramm-Leach-Bliley Act, as applicable.

**6.2 Institution.** The Institution understands and agrees that, to the extent applicable under the provisions of Government Rules, it may be subject to examination by regulatory entities for the Services provided in connection with this Agreement. In addition, the Institution shall comply with all applicable requirements of Government Rules by taking appropriate measures to ensure the security, confidentiality, availability and integrity of all Institution Data and Confidential Information and to protect against unauthorized access to or use of such information.

**7. OWNERSHIP**

**7.1 Higher One.** Higher One shall be the sole and exclusive owner of the Higher One Materials, banking and Higher One related items on the DDA Card, and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created. No ownership of the Higher One Materials or the Intellectual Property Rights in and to them shall be transferred to the Institution. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

**7.2 Institution.** The Institution is and shall be the sole and exclusive owner of the Institution System, Institution related items on the DDA Card, and all Intellectual Property Rights therein.

**8. INSURANCE**

Prior to commencing performance, Higher One shall secure, and maintain in force until termination of this Agreement, not less than the following insurance coverage:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Comp / Employer's Liability	Statutory Limit / \$500,000 Each Accident
Commercial General Liability	\$2,000,000 Each Occurrence
Commercial Auto Liability	\$1,000,000 Combined Single Limit
Fidelity / Employee Dishonesty	\$2,000,000
Excess/Umbrella Liability	\$8,000,000 Each Occurrence and in aggregate

All User DDA accounts will be insured with the FDIC. If requested by the Institution in writing, the Institution will be named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies, and the Workers Compensation insurance carrier will waive rights of subrogation against the Institution. Evidence of such coverages will be provided to the Institution upon request.

**9. INDEMNIFICATION**

To the extent permitted by the laws of the state in which the Institution is located, each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents (the "Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees), which result from or arise in connection with any breach by the Indemnifying Party of any of its warranties made including breach by the Indemnifying Party's employees, contractors, subcontractors, agents and assignees set forth herein. The Indemnifying Party shall be promptly notified of any such claim, action, or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of its own choosing; provided, however, that the Indemnifying Party's decision in connection with the defense or settlement of any such claim, action, or demand shall be final, subject to the terms otherwise contained in this Section. The foregoing states the entirety of the parties' obligations with respect to any claim by any third Party.

**10. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY**

EXCEPT FOR REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE IN SECTION 4.2, HIGHER ONE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO THE INSTITUTION, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, THE HIGHER ONE MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. NEITHER HIGHER ONE NOR THE INSTITUTION SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY HIGHER ONE FROM THE INSTITUTION UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## 11. DELAY – FORCE MAJEURE

Neither party shall be liable to the other party or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations under this Agreement are delayed or prevented as a result of any event beyond the reasonable control of a party and shall include, without limitation, (i) Acts of God, explosion, or fire; (ii) war or threat of war, terrorism, sabotage, riot, revolution, civil disturbance or requisition; (iii) acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental authority; or (iv) strikes, lockouts, or other industrial actions or trade disputes. The party experiencing excusable delay shall be excused from performance of such obligations so affected by the excusable delay event for the period during which the excusable delay event continues and for such time thereafter as is reasonably necessary to overcome the effects of such excusable delay. Both parties shall use all reasonable best efforts to overcome or work around the excusable delay event as soon as reasonably practicable. In addition, neither party shall be liable to the other party for any late or non-performance of its obligations hereunder to the extent such delay or non-performance is due to the delay or non-performance by such other party of its obligations hereunder.

## 12. TERM; TERMINATION

**12.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for the period of time set forth on the first page of this Agreement, unless earlier terminated pursuant to the terms herein. The parties may renew this Agreement upon written agreement for subsequent terms as set forth on the first page of this Agreement. The initial term and any renewal term shall be referred to collectively as the "Term".

**12.2 Termination for Cause.** If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in such notice of termination.

**12.3 Survival.** The following Sections of this Exhibit and any payment obligations hereunder shall survive any expiration or termination of this Agreement: 1, 5, 6, 7, 9, 10, 13 and 14.

**12.4 Termination Procedures.** Higher One will assist the Institution to inform Users of the change and the options they may exercise as a result of such change. Users are responsible to decide whether to maintain their respective DDA through Higher One or to actively change their banking relationship. De-conversion charges may apply at Higher One's then current standard hourly rates.

## 13. ARBITRATION, GOVERNING LAW AND VENUE

**13.1 Arbitration.** If permitted under the laws of the state in which the Institution is located, the parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with this Agreement shall be referred to arbitration for final and binding resolution. Either party to this Agreement may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the Institution is located as set forth above. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of this Agreement and acknowledges that it would not enter into this Agreement in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

**13.2 Law.** The laws of United States and the state in which the Institution is located shall govern this Agreement, without regard to its conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the state and federal courts located in the state in which the Institution is located as set forth herein.

## 14. GENERAL

**14.1 Independent Contractor Relationship.** Higher One is acting as an independent contractor under this Agreement and nothing in this Agreement shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

**14.2 Notices.** Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally, (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by facsimile or email, as follows:

- If to Higher One: Higher One Inc.  
25 Science Park  
New Haven, CT 06511  
Attn: Contract Administrator  
contracts@higherone.com  
fax: 203-776-7796
- If to the Institution: see the Institution's address on first page of this Agreement

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

**14.3 Subcontracting.** Higher One shall have the right to utilize the services of subcontractors in performing the Services, provided that Higher One shall retain responsibility to the Institution for performance of the Services under this Agreement.

**14.4 Publicity.** The Institution agrees that Higher One may reference the Institution as its client, including using the Institution name, service marks, copyrights, licenses, trademarks, logos, colors, slogan, mascot and DDA Card design in the Services, sales and marketing materials, website, and customer service.

**14.5 Amendment or Waiver.** No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

**14.6 Headings and Captions.** The headings and captions of this Agreement are included for convenience only and shall not be considered in construction of the provisions hereof.

**14.7 Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

**14.8 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

**14.9 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other agreements and communications, oral or written, between the parties regarding such subject matter.

**14.10 Assignment.** Higher One may assign this Agreement and shall provide the Institution notice of such assignment within thirty (30) days thereof.

**14.11 Books and Records.** Higher One will maintain accurate books and records of all funds received and disbursed in connection with its scope of work, including any and all documentation of any kind, correspondence, and other papers and documents relating to this Agreement. All books and records, relating to the Institution program, are to be prepared and kept in accordance with generally accepted accounting principles consistently applied. Higher One shall ensure adequate control over all books, records, and files, relating to the Institution program. Higher One shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they relate and are subject to audit.



Exhibit C  
Launch Card Amnesty Program

Higher One is committed to assisting the Institution with the carding process. As a result, Higher One is offering the Institution the ability to participate in the Launch Card Amnesty Program as a means to minimize Inactive Replacement Card Fees for launch of the new refund management program.

*Campus commitment*

The Institution agrees to complete the following activities during implementation for qualification in the program:

- assisting in the marketing of a Higher One-sponsored incentives aimed at enticing Users to update their mailing address;
- updating the campus website to provide specific instructions on how to update a User's address;
- providing an electronic method, to the extent possible, for Users to update their respective address in the event none is currently available;
- distributing all marketing material provided by Higher One in connection with an address verification campaign that includes instructions on how to update a User's address;
- sending a notification email to all departments at the Institution to inform staff of the importance of the address verification campaign including, but not limited to, instructions on how to update a User's address if necessary; and
- continuing the promotion of the address verification campaign throughout the project.

In the event that the aforementioned activities are completed during implementation, Higher One will waive Inactive Replacement Card Fees for the first 30 days after initial carding begins.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** REVISED POSITION DESCRIPTIONS FOR VICE  
PRESIDENT, FINANCE & ADMINISTRATION  
(CLASSIFIED MANAGER) AND DIRECTOR OF FISCAL  
SERVICES (CLASSIFIED MANAGER) IN THE  
ADMINISTRATIVE LEADERSHIP GROUP

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

Attached are two revised position descriptions which were created as part of a District restructuring. The Vice President, Finance & Administration, will be placed on Range 51 and the Director of Fiscal Services will be placed on Range 49 of the Administrative Leadership Group salary schedule.

Approval of the job descriptions is requested at this time.

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

Karen H. Ulrich  
Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

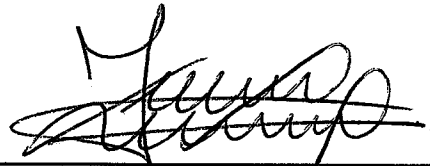
(707) 864-7122

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE  
MANAGEMENT POSITION DESCRIPTION**

**JOB TITLE: VICE PRESIDENT, FINANCE AND ADMINISTRATION**

**BASIC FUNCTION:** Under the supervision of the Superintendent/President, provides leadership and vision in maintaining the quality of all campus/college administrative functions and financial services including fiscal and budget systems, facilities maintenance and operations, bookstore operations, reprographics and campus police services.

**REPRESENTATIVE DUTIES:**

Ensures appropriate campus/college fiscal and budgetary management, including supervision over collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, recordkeeping, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.

In consultation with the Superintendent/President, develops, monitors, and maintains the campus/college's annual budget in accordance with District policies and procedures. Prepares long range fiscal projections and assists in the development of the Districts long range fiscal strategy.

Responsible for the district's annual audit, asset management and capital acquisitions.

Provide leadership to the Director of Fiscal Services in the following functions:

- Preparation of monthly reconciliations between District records and the records of the County Superintendent's of Schools office; prepare periodic financial statements and reports involving statistical research and analytical studies.
- Compilation of information and prepare monthly, quarterly, and annual reports for all federal and state agencies and District projects; prepare the California Community College Annual and Budget report.
- Development and enhancement of automated accounting systems; confer with data processing personnel regarding the maintenance, repair, and enhancement of automated records systems and programs.
- Preparation of periodic financial reports and projections and recommends, as appropriate, to ensure compliance with campus/college financial goals and objectives.
- Formulation of campus/college business practices, ensuring compliance with applicable statutes, regulations and District policies and procedures.

Responsible for management of the bond (accounting and auditing) and construction management.

Assists with collective bargaining, prepares proposals and provides fiscal guidance in all settlements.

Assists with and provides leadership in handling sensitive transactions.

Maintains liaison with District administrators.

Chairs multiple campus committees.

Serves on the Superintendent/President's Executive Council and campus governance committees.

~~Supervises facilities maintenance, operation and use for all campus/college physical plant and property, including leased facilities. Represents the District on redevelopment agreements with local municipalities and ensures participation in State funding projects.~~

~~Supervises the Graphics Arts Department.~~

~~Supervises the College Police.~~

~~Supervises the Warehouse functions.~~

~~Supervises the Bookstore and all operations.~~

~~Supervises and evaluates assigned staff.~~

~~Supervise:~~

~~The Graphics Department.~~

~~The College Police Department.~~

~~Information Technology.~~

~~Fiscal Services.~~

~~Facilities planning, construction, maintenance and operations.~~

~~Use for all campus/college physical plant and property, including leased facilities.~~

~~Supervises and evaluates assigned staff.~~

Carries out other duties as assigned by the Superintendent/President.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Administrative and business methods, practices, principles, procedures, laws and terminology.

Generally accepted accounting principles; governmental accounting standards; the

*California Community College's Budget and Accounting Manual*; and use of computer applications in the management of business affairs.

~~Must have knowledge of a~~All GASB requirements.

ABILITY TO:

Exercise judgment and initiative.

Work independently.

Work under the pressure of recurrent deadlines within an environment of frequent interruptions.

Work effectively with faculty, administrators, staff, and representatives from outside organizations; and communicate effectively, both orally and in writing.

~~Must be able to m~~Make clear and concise presentations to the Governing Board, Executive Council, college community and the public on fiscal issues related to the college.

Demonstrate clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students, staff and the community.

**MINIMUM QUALIFICATIONS:**

**EDUCATION AND EXPERIENCE:**

**EDUCATION:** ~~A Master's degree from an accredited institution in Business Administration, Accounting or related field or a Certified Public Accountant's license. is preferred. Master's degree from an accredited institution in business administration, accounting or related area is required.~~

**EXPERIENCE:** ~~At least three years~~ Five or more years of progressively responsible experience in the area of accounting, business administration or a related field, including at least three years of experience in an administrative or supervisory position is required. Administrative or supervisory experience should include responsibility for areas such as accounting, purchasing, budgeting, auxiliary business operations, personnel management and/or facilities management. Experience with computerized financial systems is required. ~~Experience in or knowledge of community college business operations is desirable.~~

Preferred Qualifications:

Experience in or knowledge of community college business operation.

Leadership experience in an educational setting.

Supervisory experience.

RDC/zg:4-21-09

KU/zg: 7/29/10

Board approved: 5/20/09

Title change: 6/16/10; Revised: \_\_\_\_\_

## SOLANO COMMUNITY COLLEGE DISTRICT

### CLASS TITLE: DIRECTOR - FISCAL SERVICES

#### BASIC FUNCTION:

Under the direction of the Vice President of ~~Administrative and Business Services~~ Finance and Administration, plan, organize, coordinate and direct the District's fiscal services including budgeting, accounting, payroll, cashiering and fiduciary accounting; provide technical expertise and guidance to College administrators concerning budget, accounting and financial matters; train, supervise and evaluate the performance of assigned personnel. Maintain positive working relationships with other departments on campus.

#### REPRESENTATIVE DUTIES:

Supervise the District accounting, payroll, cashiering, and special funding operations.

Supervise the Bookstore Supervisor.

Maintain a record of all ~~appropriation balances~~ cash flow analyses.

Supervise the maintenance of records of expenditures and ~~income~~ revenue for all funds of the District.

Ensure that financial record keeping is performed in accordance with federal, state, county, and District requirements and procedures.

Prepare or supervise preparation of monthly reconciliations between District records and the records of the County Superintendent's of Schools office.;

~~Prepare~~ Prepare periodic financial statements and reports involving statistical research and analytical studies.

~~Compile the necessary information and~~ Prepare or supervise preparation of monthly, quarterly, and annual reports for all federal and state agencies and District projects;

~~Prepare~~ Prepare the California Community College Annual Financial and Budget report.

Assist the Vice President, ~~Administrative & Business Services~~ Finance and Administration in preparing District Budget and maintain budgetary controls for the general fund and other funds of the District.

Establish and implement procedures for financial record retention and destruction of financial records as per government guidelines.

~~Maintain positive working relationships with other departments on campus.~~

Direct the District's fiscal operations including budgeting, payroll, cashiering, accounting, reporting and auditing the use of public funds.

Develop and supervise preparation of ~~prepare~~ tentative, publication and adoption budgets for all District funds pursuant to priorities assigned and authority provided through the District's budgetary decision making process. This includes the District's General Fund, Capital Projects Fund, Measure G, General Obligation Bond Fund, Health Benefits Trust Fund, Bookstore Fund and all other District funds.

Design and administer budgetary control systems, procedures, and transactions.

Perform professional level accounting duties and serve as the District's primary advisor on technical accounting issues; analyze, evaluate and make recommendations concerning sources and amounts of revenue, expenditures and the District's financial position. Serve as consultant to a variety of District personnel on fiscal and accounting matters.

Responsible for preparation, verification, authorization, and distribution of ~~Prepare, verify, authorize and distribute~~ warrants, vouchers and other documents; ~~maintenance~~ and reconciliation of general ledger accounts; preparation of trial balances and year-end closings.

Supervise the preparation ~~Prepare, review and submit a variety of~~ financial statements, records and reports for distribution to County, State and federal agencies and offices; prepare financial reports for review by the Vice President of Administrative and Business Services prior to submitting for Governing Board approval.

Supervise and evaluate the performance of fiscal operations staff in accordance with District guidelines and collective bargaining contract; provide technical direction and guidance; select and train personnel; make transfer, promotion and salary recommendations.

Assist staff in developing solutions to technical problems and with accounting procedural questions; review staff work for accuracy and compliance with District policies; plan, organize and coordinate staff assignments for maximum effectiveness and productivity.

Review, interpret and implement federal, State, District and local laws, codes and regulations; assist independent auditors and respond to the annual audit report of findings, comments and recommendations.

Participate in the development and enhancement of automated accounting systems; confer with data processing personnel regarding the maintenance, repair and enhancement of automated records systems and programs; provide input to long range software planning decisions; maintain current knowledge of hardware and software capabilities.

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college staff and students.  
Accounting and auditing principles, practices and procedures.  
Generally accepted accounting principles.  
Principles, practices and terminology used in community college fiscal procedures.  
Preparation of financial statements and comprehensive accounting reports.  
Laws, regulations and policies governing fiscal requirements of various State and federal agencies.  
Computer applications to accounting and auditing functions.  
Principles and practices of administration, supervision and training.  
District organization, operations, policies and objectives.  
Applicable sections of the State Education Code and other applicable laws.  
Technical aspects of field of specialty.  
Budget preparation and control.

**ABILITY TO:**

Work within complex, integrated Enterprise Resource Planning (ERP) systems.  
Plan, organize and implement District accounting and budgeting functions.  
Analyze financial data and prepare accounting statements in accordance with generally accepted accounting principles.  
Prepare and analyze comprehensive accounting reports.  
Utilize accounting and auditing practices and terminology applicable to public sector accounting.  
Understand the importance of technology as it relates to all areas of the institution, as well as personal expertise and comfort in using technology in support of management responsibilities.  
Analyze financial data and prepare reports, forecasts and recommendations.  
Read, interpret, apply and explain rules, regulations, policies and procedures.  
Establish and maintain cooperative and effective working relationships with others.  
Analyze situations accurately and adopt an effective course of action.  
Train, supervise and evaluate personnel.  
Demonstrate interpersonal skills using tact, patience and courtesy.  
Assign and review the work of others.  
Meet schedules and time lines.  
Plan and organize work.  
Work confidentially with discretion.  
Perform mathematical operations quickly and accurately.  
Communicate effectively both orally and in writing.



**MINIMUM QUALIFICATIONS:**

**EDUCATION:** A Bachelor's degree or equivalent in Accounting, Business Administration or related field from a regionally accredited college or university.

**EXPERIENCE:** At least three years experience in the area of accounting, business administration or related field.

Preferred Qualifications:

Possession of a valid California Public Accountant's license.

Experience in or knowledge of community college business operation.

Leadership experience in an educational setting; supervisory experience.

TL/zg:10/7/09

KU/zg:7/29/10

Board approved: 10/7/09

Revised: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** NEW POSITION DESCRIPTIONS FOR ASSISTANT  
DIRECTOR OF HUMAN RESOURCES AND HUMAN  
RESOURCES ANALYST

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

As a result of the Human Resources Department being reorganized, two new position descriptions were created. The Assistant Director of Human Resources will be placed on Range 42 and the Human Resources Analyst position will be placed on Range 34 of the 2010-2011 Administrative Leadership Group Salary Schedule. The Human Resources Specialist position will be eliminated.

Approval of the job descriptions is requested at this time.

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

Karen H. Ulrich  
Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7122

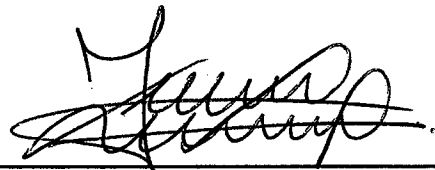
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
POSITION DESCRIPTION**

**CLASS TITLE: ASSISTANT DIRECTOR OF HUMAN RESOURCES  
(Recruitment and Diversity)**

**DEFINITION:**

Under the general direction of the Director of Human Resources, the Assistant Director of Human Resources (Recruitment and Diversity) provides leadership and coordination in support of the college's commitment to equity and diversity; directs faculty and staff recruitment activities; develops, administers, implements and maintains the district's Staff Diversity plan; and ensures compliance with applicable federal and state laws, district regulations, and executive orders.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned.**

Develops, coordinates and oversees the recruitment, selection, and retention activities for college faculty and staff, develops and recommends recruitment strategies, and assists with special recruitment efforts directed toward ethnic minorities, women and other underrepresented groups.

Develops and coordinates Staff Diversity Advisory Council. Responsible for updating the annual Equal Employment Opportunity (EEO) Plan.

Interprets, communicates, and assists in implementing federal and state regulations relating to equity and diversity, and district employment.

Advises District administrators and other college staff on the nature, purpose and intent of laws, executive orders, policies and regulations.

Reviews and updates District policies, procedures, contracts and publications to ensure compliance with applicable federal and state laws, regulations and executive orders.

Assists college administrators in planning and establishing mid-to-long range goals for the assertive hiring of underrepresented faculty and staff.

Assists college programs with the development of a comprehensive and on-going recruitment and employment program.

Recommends and assists in developing and implementing personnel procedures to provide and promote equal and fair employment practices.

Develops and maintains data essential to implementation of the District Faculty and Staff Diversity plan and programs.

Prepares a variety of reports and correspondence, including but not limited to employment, equity and diversity required by state and federal agencies.

Utilize the District's integrated software (Banner) in performing the required duties of the position.

Represents the district at meetings and conferences on matters relating to equity, diversity and equal employment opportunity programs.

Participates in the development and implementation of faculty and staff development programs and training.

Participates in the development and implementation of computer systems appropriate to the assignment.

Plan and conduct classification studies to determine appropriate duties, responsibilities, classification and allocation of positions; writes and revises job descriptions as necessary.

Assists in the management of collective bargaining and other employment related contracts.

Serve as Equal Employment Opportunity (EEO) representative on selection committees on new positions; assure compliance with Equal Employment Opportunity rules and regulations.

May act on behalf of the Director of Human Resources in his/her absence.

Serves on and/or chairs district/college committees as required or assigned.

Participates in job fairs and related district recruitment efforts.

Performs related duties as required and/or as assigned.

#### **KNOWLEDGE AND ABILITIES:**

##### KNOWLEDGE OF:

Principles, practices, laws and regulations related to affirmative action, nondiscrimination, equal employment opportunity and public personnel administration.

Understanding of human resources management, including recruitment techniques and strategies.

Applicable state and federal employment-related laws and regulations.

Understanding of computer-supported database management and data analysis.

Conflict resolution skills in an employment setting.

##### ABILITY TO:

Coordinate and successfully implement an equity and diversity program and plan.

- Learn, interpret and apply current pertinent federal, state and local laws and regulations relating to the position's responsibilities.
- Gather, interpret and effectively analyze data.
- Compile data and prepare accurate reports.
- Maintain accurate, complex records.
- Communicate effectively both verbally and in writing.
- Possess well-developed management, organizational and facilitation skills.
- Establish and maintain effective working relationships with district employees and members of the community.
- Effectively train, supervise and evaluate staff.
- Perform consistently under the pressure of deadlines and other administrative demands.

**EDUCATION AND EXPERIENCE:**

Any combination of experience and education equivalent to: Bachelor's Degree in Human Resources, Business Management, Business Administration, Public Administration or related field and three years experience in human resources. Demonstrated success experience in Human Resources management; demonstrated experience in policy and planning at the college level; must possess effective verbal and written communications skills.

KU/zg:8-10-10

Board approved: \_\_\_\_\_

## **SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

### **CLASS TITLE: HUMAN RESOURCES ANALYST**

#### **BASIC FUNCTION:**

Under general supervision of the Director of Human Resources, this position performs a range of professional Human Resources generalist or specialist assignments in support of the College's academic and classified Human Resources functions; and other related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

Incumbents serving in positions assigned to this class have, in the regular course of duties, access to, and may possess information relating to, the employer's employer/employee relations.

The Human Resources Analyst is the working level classification among the Human Resources Division support staff. Positions allocated to this class experience extensive contact with the public and staff. Performance of duties requires a working knowledge of district policies, rules, regulations, collective bargaining contract provisions, the organizational structure, and the proven ability to maintain confidentiality.

The Human Resources Analyst will work directly with supervisors and managers to assess informational needs and may assist in coaching on employee relations issues and ensure their compliance with all personnel related laws, rules and regulations. They may specialize in any area within HR such as Leave Management including, but not limited to Human Resources Information System (HRIS) configuration, test development, training on HR related issues, conduct classification and compensation studies.

This class is distinguished by independence of action and the ability to make and support decisions, with minimal guidance.

#### **REPRESENTATIVE DUTIES:**

Assist in the interpretation of collective bargaining agreements; administrative policies and procedures; state and federal laws and regulations. Consult with and advise employees, administrators and the public.

Communicate with employees, supervisors and administrators concerning personnel policies and procedures, benefits, legal requirements and personnel actions.

Prepare and maintain a variety of personnel related information, statistics and documentation such as recruitment files, personnel files, department reports, collective bargaining and other reports.

Research information and provide input to the Director of Human Resources on a variety of

Human Resources related matters; prepare reports and correspondence as needed.

Serve on assigned District committees; represent the office of Human Resources at District, regional and state meetings; coordinate activities in Human Resources as needed.

Provide information and documents for the collective bargaining process.

Maintain Human Resources administrative policies and procedures.

Interpret, explain and apply the California Education Code; Federal and State labor laws; and College policies, procedures and regulations.

Prepare and disseminate employment contracts for management employees, input faculty load compensation into District software system.

Review official transcripts and application materials; recommend initial salary placement for new full-time faculty in compliance with collective bargaining agreements; recommend academic rank according to Academic Senate policy.

Maintain and process employee salary information into Banner, and provide related documentation to the employee and appropriate departments. Perform a variety of specialized duties specific to the calculation of management, academic or classified payroll for notification to the Payroll Department and employee; maintain related records.

Perform complex technical duties preparing and processing a variety of confidential information including but not limited to salary analysis, upward mobility and reclassifications, along with other legal and compliance issues.

Perform special projects as assigned. Research and develop systems to administer human resources functions; propose modifications to existing policies and procedures; train other human resources staff regarding new systems.

Operate a variety of office equipment such as a computer, calculator, copy machine and scanning devices.

Utilize the District's integrated software (Banner) in performing the required duties of the position.

Assure compliance with county, state and federal regulations and guidelines concerning Human Resources administration.

Interpret, apply and explain benefit programs, District policies, State and federal employment laws and regulations and collective bargaining agreements.

Calculate statistical analyses on microcomputer spreadsheets of salary surveys, salary schedule construction, and technical assignments related to the collective bargaining

negotiation process; research and provide information related to negotiations and grievances; participate in meetings designed to develop potential contract language.

Gather, summarize, and analyze salary comparison data and make recommendations, conduct studies of internal class relationships for compensation purposes. Respond to surveys regarding classification and compensation, and administrative procedural questionnaires.

Maintain a variety of confidential contracts, files, documents, forms, records, reports and lists related to District personnel; prepare and process a variety of forms regarding employee status; compose correspondence concerning personnel transactions and activities.

Delivers oral presentations, prepared and extemporaneous, to varied audiences.

Perform other related duties as assigned.

**KNOWLEDGE AND ABILITIES:****KNOWLEDGE OF:**

Methods, practices, terminology and procedures used in human resources administration.

Recruitment and salary placement of classified and academic employees.

Applicable sections of District policies and other applicable regulations.

State and federal laws, codes and regulations concerning Human Resources administration, including equal employment opportunity, workers' compensation, and COBRA.

State minimum qualifications for faculty, administration and other academic positions.

Research methods, report writing and proofreading techniques.

Reclassification principles and procedures.

Duties performed in a variety of occupational fields.

Specific guidelines for selection compliance.

Technical aspects of processing new employees and maintenance of employee's files.

Fingerprinting techniques, regulations, policies and procedures.

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

District personnel policies and procedures.

Interpersonal skills using tact, patience and courtesy.

Recordkeeping techniques.

District organization, operations, policies and objectives.

Current technologies, personal computer, and associated office software such as word processing, spreadsheet, presentation, and/or database software.

**ABILITY TO:**

Use computer programs necessary for recordkeeping and databases.

Coordinate and assist with planning of operation activities of the Human Resources office.

Coordinate, plan, manage and perform a variety of complex technical duties related to the employment, recruitment, benefits and records for the District's academic or classified personnel.

Perform complex technical duties preparing and processing a variety of confidential



information.

Manage, coordinate, plan and perform complex analytical research.

Manage and coordinate district fingerprinting program.

Perform complex assignments independently.

Research information and analyze data to arrive at valid conclusions, recommendations and plans of action.

Perform, simultaneously, numerous assignments with close attention to detail, schedules and deadlines.

Apply good judgment when faced with competing priorities.

Assure compliance with a variety of complex government regulations.

Learn new procedures, files, systems and equipment including utilization of data processing systems.

Research and prepare position descriptions and Classification and Compensation Analysis.

Learn, interpret, apply and explain rules, regulations, policies and procedures.

Develop and maintain a system for confidential personnel records.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: Completion of an AA/AS degree or the equivalent and three years of full-time increasingly responsible Human Resources experience.

KHU/zg

Board approved: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: NEW SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD OF TRUSTEES QUARTERLY  
EVALUATION FORM

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

In order for the Governing Board to focus on the institution's major issues and questions of policy, the Board of Trustees is encouraged to delegate full responsibility and authority to the President to implement and administer Board policies and the operation of the College. The institutional leaders should likewise foster empowerment, innovation, and institutional excellence through dialogue that builds trust and increases focus on student learning and assessment of learning outcomes, institutional effectiveness, and integrity.

A new SCCD Governing Board of Trustees Quarterly Evaluation Form is being presented tonight. Items for this survey are based upon the ACCJC Standards relating to Governing Boards. This evaluation form will be used as a tool in evaluating the progress of the SCCD Governing Board in identifying the institution's resolution of the Accreditation Team recommendations, replacing the How Do We Rate Checklist.

Approval is requested at this time.

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

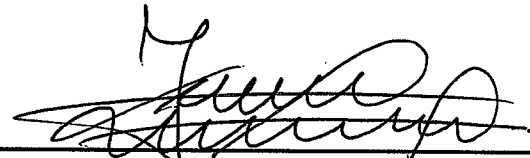
**ADDRESS**

(707) 863-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 6, 2010  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## Quarterly Evaluation: Solano Community College District Governing Board of Trustees

Items for this survey are based upon the ACCJC Standards relating to Governing Boards. Please complete this evaluation to express your level of agreement with each of the following statements based on your experience at this time on the SCC Governing Board. Double click on a shaded box to activate it. Once in the form, you may use the Tab key to move to the next box. For each rating, use the ten-point scale in which 1 = strongly disagree and 10 = strongly agree. You may add explanatory comments or recommendations in the Comments box following each rating. The box (and form) will expand to contain your comments.

### Work Processes.

1. The Board is provided with sufficient time to deliberate before making a decision. Rating    Comments
2. The Board is provided an adequate amount and diversity of information upon which to base decisions. Rating    Comments
3. The Board follows established governance structures, processes, and practices. Rating    Comments
4. The Board acts in a manner that is consistent with its policies and bylaws. Rating    Comments
5. The Board members work together for the good of the institution. Rating    Comments
6. Once the Board reaches a decision, it acts as a whole. Rating    Comments

### Relationships.

7. The Board supports the chief administrator in the effective operation of the College. Rating    Comments
8. The Board delegates full responsibility and authority to the chief administrator to implement and administer Board policies without Board interference and holds him/her accountable for the operation of the College. Rating    Comments
9. The Board works well with the College's constituencies (administrators, faculty, staff, and students) in the development of policies. Rating    Comments
10. The Board is appropriately representative of the public interest in the College. Rating    Comments

### Duties.

11. The Board ensures that policies promote the quality, integrity and effectiveness of the student learning programs and services. Rating    Comments
12. The Board ensures policies are consistent with the mission of the College. Rating    Comments
13. The Board regularly evaluates its policies and practices, revising them as necessary. Rating    Comments
14. The Board sets clear expectations for regular reports from the chief administrator on institutional performance. Rating    Comments
15. The Board regularly evaluates the chief administrator's performance on implementation of Board policies and achievement of institutional goals. Rating    Comments
16. The Board advocates for and defends the institution and protects it from undue influence or pressure. Rating    Comments
17. The Board has an active program to promote Board development and new member orientation. Rating    Comments
18. The Board has a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code. Rating    Comments
19. The Board adheres to a conflict-of-interest policy that assures those interests are disclosed and that they do not interfere with the impartiality of members or outweigh the greater duty to secure and ensure the academic and fiscal integrity of the College. Rating    Comments
20. The Board is informed about and involved in the accreditation process. Rating    Comments

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND HAITI  
TEC

REQUESTED ACTION: INFORMATION

SUMMARY:

The devastating earthquake in Haiti has brought to bear some new urgencies for the country and an international response has provided unprecedented opportunities for Haitians and Americans. Institutions of higher education, as well as government and humanitarian agencies, have expressed their support for Haiti in different ways. Helping Haiti does not just make someone feel good--there are intrinsic interests that could come to play. Moreover, many in Haiti and abroad believe that Haiti ought to offer educational opportunities that are more varied than the pre-earthquake era. A community college system could accomplish that goal.

One of the ways the Solano Community College District could help Haiti is to develop and maintain a mutually beneficial relationship with a peer institution, Haiti Tec. The American Association of Community Colleges (AACC) has encouraged our institutions to help internationalize the community college movement. This relationship would support that goal.

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 863-7112

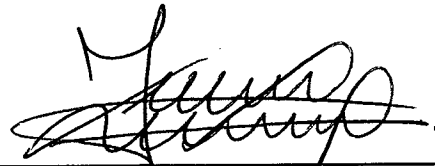
TELEPHONE NUMBER

Administration

ORGANIZATION

August 6, 2010

DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

August 6, 2010

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT



Haiti Tec Logo

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**And**  
**Haiti Tec**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into this twenty-seventh day of July, 2010 (“Effective Date”) by and between Solano Community College, with a principal place of business at 4000 Suisun Valley Road, Fairfield, CA 94534 (“SCC”) and Parc Industriel, SONAPI, Building 28, Toussaint Louverture Boulevard, Port-au-Prince, Haiti.

**DESCRIPTION OF THE PARTIES**

**Solano Community College** is part of California’s public community college system of 109 campuses in 72 districts across the state. The College’s service area encompasses the communities of Benicia, Dixon, Fairfield, Suisun, Vacaville, Vallejo and Travis Air Force Base as well as Winters in Yolo County. Flexible scheduling, designed for students’ convenience, includes day, evening and Saturday classes, held on and off the campus, and via the Internet, television, home study and travel study. The current student population of over 12,000 is evenly divided between day and evening. SCC is accredited by the Accrediting Commission of the Western Association of Schools and Colleges. The SCC mission is to provide the highest quality academic, occupational, cultural, developmental, and continuing education programs that are dedicated to the achievement of student learning outcomes and responsive to the needs of our community.

**Haiti Tec** It is a private non profit school accredited by the Ministry of Education and Technical Training of the Republic of Haiti. its students are hired by 129 Haitian NGOs, businesses and manufacturers. This unique concept was founded by members of the Haitian economic private sector with the support of some influential Miami American Citizens. Since its inception Haiti Tec has trained at least 4.000 students. It has been the beneficiary of grants awarded by the French Government, the Taiwanese Government and Belgian Government and thus, have had a

long history of stewardship. Haiti Tec is only technical school in Haiti of its kind that is supported by the private sector.

The college has its main operation in Port-au-Prince and also provides training on demand in other cities throughout the country. Haiti Tec has the vision to develop the necessary workforce to support the development of Haiti by educating workers for the twenty-first century. The mission of the college is to develop the talents of its students to contribute to the development of the first established Black Republic. Haiti's dearth of technicians has contributed to its under development and Haiti Tec's success will have an effect similar to the community college effect on the United States of America.

## **AGREEMENT**

Solano Community College District (SCCD) endeavors to support Haiti Tec in achieving its mission through:

- Faculty exchange
- Student exchange
- English immersion for faculty, staff and students
- Administrative technical support in academic, student services, technology, finance and development
- Equipment support
- Technical support
- Faculty development
- Curriculum development and upgrade

Haiti Tec endeavors to support Solano Community College to achieve its mission of preparing "a diverse student population to participate successfully in today's local and global communities." Haiti Tec's support of SCCD will be in diverse areas, including the following:

- Faculty exchange
- Opportunities for internships and externships
- Student travel abroad
- Cooperation for funding
- Faculty research
- Service learning
- French immersion
- Faculty development

**Length of Agreement** – This agreement will become effective upon the execution of signatures by the responsible authority for each institution and will last for a maximum of ten (10) years, after which time both institutions will undertake renegotiations of the agreement. Both Haiti Tec and SCCD agree to provide written notice of at least one full academic year in advance of termination.

This agreement is entered into to support the full development of Haiti Tec as a successful model of employer participation in education and to enrich cultural and global experiences for Solano Community College students.

Françoise Marzouka  
President of the Board of Directors  
Haiti Tec

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** CCFS-311Q FINANCIAL REPORT, FOURTH QUARTER,  
FY 2009-10  
**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on its financial condition. The CCFS-311Q quarterly financial report, along with a narrative, for the fourth quarter of FY 2009-10 is attached for the Board's review and information.

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

Roy V. Stutzman, Consultant  
Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

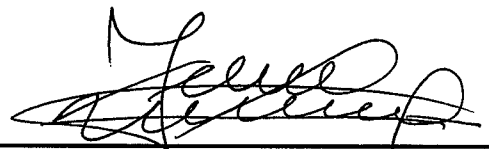
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 6, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

August 6, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

**CHANGE THE PERIOD**  
Fiscal Year: 2009-2010  
Quarter Ended: (Q4) Jun 30, 2010

District: (280) SOLANO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A.</b>	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	47,909,009	48,967,691	50,379,704	50,416,193
A.2	Other Financing Sources (Object 8900)	26,210	1,001,646	-98,637	126,217
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	47,935,219	49,969,337	50,281,067	50,542,410
<b>B.</b>	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	46,288,175	50,216,581	51,089,894	50,915,623
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	170,463	140,493	220	182,421
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	46,458,638	50,357,074	51,090,114	51,098,044
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	1,476,581	-387,737	-809,047	-555,634
D.	<b>Fund Balance, Beginning</b>	4,415,239	5,891,820	5,504,083	3,419,596
D.1	Prior Year Adjustments + (-)	0	0	-1,275,440	1,808,627
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	4,415,239	5,891,820	4,228,643	5,228,223
E.	<b>Fund Balance, Ending (C. + D.2)</b>	5,891,820	5,504,083	3,419,596	4,672,589
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.7%	10.9%	6.7%	9.1%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	9,160	9,101	9,369	9,620
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		As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
<b>III. Total General Fund Cash Balance (Unrestricted and Restricted)</b>					
H.1	Cash, excluding borrowed funds		4,981,671	2,685,972	-3,189,461
H.2	Cash, borrowed funds only		0	1,900,000	0
H.3	Total Cash (H.1 + H.2)	0	4,981,671	4,585,972	-3,189,461

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,250,067	50,357,858	35,577,218	70.6%
I.2	Other Financing Sources (Object 8900)	55,000	55,000	126,217	229.5%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	49,305,067	50,412,858	35,703,435	70.8%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,133,670	50,366,073	50,915,623	101.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	25,000	25,000	0	182,421
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	50,158,670	50,391,073	50,915,623	101%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-853,603	21,785	-15,212,188	
L	Adjusted Fund Balance, Beginning	3,419,596	3,162,710	5,228,223	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	2,565,993	3,184,495	-9,983,965	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.1%	6.3%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Total Cost Increase %*	Permanent Total Cost Increase %*	Temporary Total Cost Increase %*	Total Cost Increase %*	

