

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

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EMPLOYMENT 2020-2021

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Susan Hassett	Adjunct Instructor – Fire Technology 9 Years and 3 Months of Service at SCC	12/15/2019
Amanda Lim	Accountant 15 Years and 1 Month of Service at SCC	05/05/2021
Michelle Mack	Adjunct Instructor – Counseling 5 Years of Service at SCC	05/05/2021

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jennifer Low	Biotechnology Lab Technician, 4 yr. Program	06/01/21 – 06/30/21

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Salvatore Abbate  
Human Resources

May 7, 2021

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Date Submitted

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Celia Esposito-Noy, Ed.D.  
Superintendent-President

May 19, 2021

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Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

May 5, 2021

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**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorene Adams	COVID-19 Training	CARES Act HEERF	05/06/21 – 06/30/21	\$69.05/hr.
Dorene Adams	Athletic Trainer-COVID Tester	CARES Act HEERF	05/06/21 – 06/30/21	\$18.50/hr.
Toni Coleman	Cosmetology Curriculum Development	Perkins V	05/20/21 – 06/30/21	\$58.59/hr.
Paul Hidy	ATEC Partnership Outreach	Perkins V	05/28/21 – 06/30/21	\$69.05/hr.
LaNae Jaimez	Academic Senate President	General Fund	06/01/21 – 06/30/21	\$1,400 total
Dagmar Kuta	Special Project- DTG/Mechanical Press Maintenance	General Fund	05/20/21 – 06/30/21	\$25.00/hr.
Ricky Marshall	ATEC Curriculum Development	Perkins V	05/20/21 – 06/30/21	\$69.05/hr.
Marisa Rubio	Early Learning Center Specialist-Substitute	CSPP	06/14/21 – 06/30/21	\$18.90/hr.
Bailey Schentrup	Athletic Trainer-COVID Contact Tracer and Tester	CARES Act HEERF	05/06/21 – 06/30/21	\$18.50/hr.
Ritzdane Suriben	ATEC Lab Technician- Summer Session	General Fund	06/07/21 – 06/30/21	\$26.87/hr.
Curley Wikkeling- Miller	Cosmetology Curriculum Development	Perkins V	05/20/21 – 06/30/21	\$60.69/hr.

**EMPLOYMENT 2021-2022**

**Out of Class Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jennifer Low	Biotechnology Lab Technician, 4 yr. Program	07/01/21 – 07/31/21

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
 **Consent**     **OR**      **Non-Consent**

**SUMMARY:**

04/14/2021	Vendor Payments	11107247-11107248	\$ 4,265.96
04/14/2021	Vendor Payments	11107249-11107259	\$ 1,538,708.38
04/14/2021	Vendor Payments	11107260-11107341	\$ 506,142.40
04/20/2021	Vendor Payments	11107342-11107351	\$ 139,552.75
04/20/2021	Vendor Payments	11107352-11107381	\$ 101,883.65
04/28/2021	Vendor Payments	11107382-11108562	\$ 129,661.11

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$4,798,388.01</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance and Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Robert V. Diamond, Finance and Administration

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

May 19, 2021  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 11.(c)  
**MEETING DATE** May 19, 2021

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
 **Consent**     **OR**      **Non-Consent**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

04/28/2021	Vendor Payments	11108563-11108565	\$ 3,960.40
04/28/2021	Vendor Payments	11108566-11108573	\$ 1,897,819.37
04/28/2021	Vendor Payments	11108574-11108659	<u>\$ 476,393.99</u>

**TOTAL: \$ 4,798,388.01**

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Student Services**  
**Shannon Cooper Psy.D., Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Tracey Lee	Train the Oh Shift series virtually on June 1,3,8 & 10 from 10:00 a.m.- 1:00 p.m. Topics include: Self-awareness, Oh Shift!, Flow, Change, Reactions, Personal Power and a final Commitment exercise. Modules will include interactive exercises, activities, and handouts. Participants will be provided with the Oh Shift by Jennifer Powers e-book (PDF version).	June 1, 2021 – June 10, 2021	Not to exceed \$6,000.00

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<b><u>Robert V. Diamond</u></b> Vice President, Finance & Administration	<b><u>Celia Esposito-Noy, Ed.D.</u></b> Superintendent-President
<u>May 7, 2021</u> <b>Date Submitted</b>	<u>May 19, 2021</u> <b>Date Approved</b>

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE EARLY COLLEGE HIGH SCHOOL PORTABLES PROJECT ON THE FAIRFIELD CAMPUS**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
 **Consent**      **OR**       **Non-Consent**

**SUMMARY:**

Board approval is requested for the Early College High School (ECHS) Portables Project Notice of Completion. On September 16, 2020, a contract was awarded to Arthulia, Inc. for the Early College High School (ECHS) Portables Project. The scope of work included all sitework and building utilities needed for the installation of two (2) new portable classroom buildings.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**  
4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**  
Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

May 19, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 5/19/2021
  7. The Project Name is: Early College High School (ECHS) Portables Project
  8. DSA Number (if applicable): 02-118411
  9. The contractor for such work of modernization is: Arthulia, Inc.
  10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
  11. The date of contract between the contractor and the above owner is: 09/16/2021
  12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
  13. APN #: 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: All sitework and building utilities needed for the installation of two (2) new portable classroom buildings. Buildings installed by others.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed. D.  
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager \_\_\_\_\_ Lucky Lofton

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at Fairfield, California.  
(City or Town where signed)

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

**TO: Members of the Governing Board**

**SUBJECT: REVIEW OF EEO MULTI METHOD CERTIFICATION**

**REQUESTED ACTION:**

- Information    **OR**     Approval  
 Consent      **OR**     Non-Consent

**SUMMARY:**

The following EEO Multi Method Certification was presented to the Governing Board on May 5, 2021 for review. The attached describes the various activities that the District implemented in 2020-2021 to promote Equal Employment Opportunity for each of the nine Multiple Methods for hiring and promotion at the Solano Community College District. It is now being presented to the Governing Board for approval.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 87107*

*Board Policy: 4035*

*Estimated Fiscal Impact: \$50,000 received  
from CCCCCO*

**SUPERINTENDENT'S RECOMMENDATION:**

- APPROVAL       DISAPPROVAL  
 NOT REQUIRED     TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

May 19, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**

**Fiscal Year 2020-2021**

**District Name:** \_\_\_\_\_

**Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).**

- Yes
- No

**The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)**

- Yes
  - Method 2 (Board policies and adopted resolutions)
  - Method 3 (Incentives for hard-to-hire areas/disciplines)
  - Method 4 (Focused outreach and publications)
  - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
  - Method 6 (Consistent and ongoing training for hiring committees)
  - Method 7 (Professional development focused on diversity)
  - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
  - Method 9 (Grow-Your-Own programs)
- No

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***I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.***

***Chair, Equal Employment Opportunity Advisory Committee***

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

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

***Chief Human Resources Officer***

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

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

***Chief Executive Officer (Chancellor or President/Superintendent)***

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

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

***President/Chair, District Board of Trustees***

***Date of governing board's approval/certification:*** \_\_\_\_\_

Name: \_\_\_\_\_ Title: ***President/Chair, Board of Trustees***

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



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**

***Fiscal Year 2020-2021***

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district’s success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

**Nine (9) Multiple Methods**

***Mandatory for Funding***

1. District’s EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

***Hiring***

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

***Post-Hiring***

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

**Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?**

- Yes**
- No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor’s Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district’s Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
***Fiscal Year 2020-2021***

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1



To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

**Does the District meet Method #2 (Board policies and adopted resolutions)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Multiple Method #2



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
*Fiscal Year 2020-2021*

**Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Multiple Method #3



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
*Fiscal Year 2020-2021*

**Does the District meet Method #4 (Focused outreach and publications)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4



**Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Multiple Method #5



Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
*Fiscal Year 2020-2021*

**Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6





Equal Employment Opportunity  
Fund Multiple Method Allocation  
**Certification Form**  
*Fiscal Year 2020-2021*

**Does the District meet Method #7 (Professional development focused on diversity)?**

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7



**Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8



**Does the District meet Method #9 (Grow-Your-Own programs)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9

If more space is needed for your explanations, you may attach an additional file. ATTACH FILE



MANAGEMENT MEETING  
 March 17, 2021 – 10:00 AM  
 Video Conference

Agenda Item	Timeframe	Purpose (discussion/decision)
<b>Check-in / Introductions</b>	5 minutes	
<b>S-P Update</b> - Equity and Diversity		Information / Discussion
<b>VP Updates</b> David: - Strategic Planning Steering Committee - Academic Calendars - Textbook costs Rob: - CARES funding - Fall 2021 FTE		Information / Discussion
<b>Dean Update</b> Alysa: - Debt holds Joe: - Reduced Load applications		Information / Discussion
<b>HR Updates and Training</b> Sal: - Adjunct hiring		Information / Discussion
<b>Other Updates (workgroups, IT, Facilities)</b>		
<b>Agenda items for next meeting(s)</b>		
<b>Calendar Check-in</b>		
<b>Announcements</b>		
<b>Next Meeting Date: March 24, 2021</b>		



# Job Performance Review

Today's Date: \_\_\_\_\_

Last: _____	First: _____	M.I. _____	SCC ID#: _____
Title: _____		Dept.: _____	
Supervisor: _____		Hire Date: _____	
Probationary – 3 mo. <input type="checkbox"/> 6 mo. <input type="checkbox"/> 9 mo. <input type="checkbox"/>		Regular Employee <input type="checkbox"/>	

This performance evaluation is made to assist employees in their efforts to do a good job. Conclusions based upon this employee's work performance during the period covered by this report are summarized below. This report will be instrumental in determining the permanent status of an employee, IF probationary. The copy the employee receives is an exact duplicate of the copies filed. PLEASE READ THE ATTACHED INSTRUCTIONS BEFORE COMPLETING.

### Qualifying Factors (mark (x) for only those that apply to employee's position)

	Commendable					Commendable			
	Needs Improvement Unacceptable	↓ Competent	↓	↓		Needs Improvement Unacceptable	↓ Competent	↓	↓
<b>1. Quality of Work</b>					<b>5. Relationships with others</b>				
a. Job knowledge	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Supervisor	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Employees	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Neatness	c. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Students	c. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Attention to detail	d. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Public	d. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Quantity of Work</b>					<b>6. Leadership Ability</b>				
a. Meets work schedules	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Leadership	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Able to achieve workload	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Fairness/Impartiality	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Work Habits &amp; Attitudes</b>					c. Decision making	c. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Dependability	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Training/Instructing	d. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Punctuality	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Planning/Assigning	e. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Attendance	c. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>7. Additional Factors Not Mentioned Above</b>				
d. Planning/Organizing	d. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. _____	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Compliance with instructions/rules/regulations	e. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. _____	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ability to work without supervision	f. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<b>4. Personal Qualities</b>					<b>8. Overall Work Performance</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Judgement	a. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>9. Goals (Optional)</b>				
b. Initiative	b. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*Attach a list of goals on a separate sheet of paper.				
c. Adaptability to unforeseen/new situations	c. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
d. Effectiveness under pressure	d. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

**PLEASE NOTE:**

1. If "Needs Improvement" or "Unacceptable" is checked, please attach documentation with details.
2. If overall rating is "Needs Improvement" or ONE factor is "Unacceptable," then documentation of performance assessments along with plans to meet with the employer for improvement goals must be attached.
3. If "Commendable" is checked, please comment on why this rating was given.
4. Employee has 48 business hours to review this evaluation before signing.

Employee is probationary and recommended to regular status.

Supervisor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

I have seen this evaluation, reviewed it with my supervisor, and agree with the conclusion.

I have seen this evaluation, reviewed it with my supervisor, and DO NOT agree with the conclusion.

I would like to discuss this evaluation with Human Resources and my CSEA representative.

Employee refused to sign. (Supervisor signature required) \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_ -21-

## **Job Performance Instruction and Information**

- The overall goal of evaluating the job performance of our employees is the improvement of services in support of the educational program of the District. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job, promote self-improvement, identify areas in which the individual is performing satisfactorily, identify areas of improvement if necessary, and to identify goals and objectives for the ensuing year.
- To indicate the rating on any factor, a check mark or "x" is placed in the appropriate column. Please note the definitions of the appropriate rating are listed below.
- If "Needs to Improve" or "Unacceptable" is checked, documentation MUST be attached.
- If overall rating is "Needs to Improve" or one factor is "Unacceptable," documentation of performance assessments as well as meeting with the employee to develop a plan for improvement MUST be included. Employee may have CSEA representation if the employee feels it is necessary.
- If "Commendable" is checked, please comment on why you have given this rating.
- The employee may have at least forty-eight (48) hours to review his/her evaluation prior to signing.
- If the employee refuses to sign, the supervisor must indicate on the evaluation form where indicated.

### **Definition of Ratings**

<b><u>Commendable</u></b>	The employee's work consistently and significantly exceeds the standard for this position.
<b><u>Competent</u></b>	The employee's work is definitely and consistently satisfactory.
<b><u>Needs to Improve</u></b>	The performance of the job is somewhat inadequate to reach the standard required of a competent, permanent employee by the end of the probationary period. Greater effort or training is needed.
<b><u>Unacceptable</u></b>	The performance on the job is very inadequate. Special training, reassignment, or separation may be advisable.

This document must be sent to employee and supervisor.

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CSEA Contract 2017-2020



# Instructional Faculty Performance Evaluation

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

Instructional Program or Discipline: \_\_\_\_\_

Evaluators: \_\_\_\_\_

**Rating Scale\*:**

- N/A **DOES NOT APPLY** to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area
- (1) Doing **LESS** and/or quality is **LESS THAN EXPECTED** (quality/quantity)
- (2) Doing **WHAT IS EXPECTED** in this position (quality/quantity)
- (3) Doing **MORE** and/or **BETTER THAN EXPECTED** (quality/quantity)

*\*Evaluators must explain any rating of less than 2 in the comments section or on a separate sheet of paper*

**Sources on which Evaluation is based:**

Self-Evaluation                      Student Review of Faculty Performance                      Faculty/Team Initials:  
 Worksite Observation              Mid-Semester Review Date: \_\_\_\_\_  
 Other: \_\_\_\_\_

## Teaching and Instructional Effectiveness

**Evaluator Observations:**

**RATING**  
(1) (2) (3) N/A

1. Plans for and is well-prepared to teach.
2. Provides courteous and effective delivery of instruction.
3. Courteous and approachable by students.
4. Demonstrates sensitivity to students from diverse backgrounds.
5. Able to relate with students and command their respect.
6. Stimulates student participation.
7. Instruction is consistent with the stated and approved goals and content of the course.
8. Shows enthusiasm for the subject matter.
9. Uses effective motivation to create student desire to learn the subject/skills.
10. Makes effective use of teaching aids and materials.
11. Prepares complete course information sheet.
12. Updates course content, methods, and materials of instruction as necessary.
13. Coordinates course content and methods with established outlines.
14. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours).

**Student Observations:****RATING**  
**(1) (2) (3) N/A**

1. Plans for and is well-prepared to teach.
2. Courteous and approachable by students.
3. Demonstrates sensitivity to students from diverse backgrounds.
4. Uses standards of student evaluation that are clear, fair, and followed consistently throughout the course.
5. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course.
6. Grades and returns student assignments and tests in a reasonable period of time.
7. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours).

**Overall Teaching and Instruction Effectiveness**

(An average rating of 1.5 = an overall average of 2; 2.5 = 3)

**Area/Departmental Responsibilities and College-Wide Service****RATING**  
**(Yes) (No) (N/A)**

1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures, and timelines/targets
2. Orders instructional materials, equipment, textbooks, etc. in a timely fashion
3. Works cooperatively with and assists other staff members (especially new faculty)
4. Provides information for the development of departmental budgets and monitors expenditures as needed
5. Exercises good judgement in the management and use of facilities, equipment & supplies
6. Attends division meetings and in-services
7. Develops Student Learning Outcomes or Service Area Outcomes as needed
8. Assesses Student Learning Outcomes or Service Area Outcomes as needed
9. Produces written reports on SLO or SAO assessment results as needed
10. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating, and/or expansion of programs  
Examples:

- 
11. Participates in Area and Departmental duties and responsibilities

**Area and Departmental Responsibilities Overall Rating**

(An average rating of 1.5 = an overall average of 2; 2.5 = 3)

**RATING**  
**(1) (2) (3) (N/A)****College-Wide Service (Optional-based on Self-Evaluation)****RATING**  
**(Yes) (No) (N/A)**

12. Demonstrates a pattern of service on College committees, projects and/or student organizations
13. Participates in faculty/college governance
14. Participates in flexible calendar duty days



**Professional Development**  
(Years 2, 3, and 4 only)

(Yes) (No) (N/A)

1. Demonstrates a pattern of academic/professional and/or technical updating or currency

**Comments by Evaluators**

**Classroom Visitation Date(s):** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Specific Course Name:** \_\_\_\_\_

**Comments (Address any ratings of lower than 2):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper.*

**Recommendation**

**Check one of the choices below:**

1.  Not recommended for continued employment
2.  Continued employment contingent upon correction of noted recommendations for improvement  
- *Any rating lower than 2 in the overall categories must include recommendations for improvement (include or attach to evaluation)*
3.  Recommended for continued employment

**Comments by Faculty Member**  
(Attach additional sheets if needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Attach a copy of the student evaluation summary.

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Administrator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and has had the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.



**CLASSIFIED MANAGEMENT PERFORMANCE APPRAISAL  
STATEMENT OF PERFORMANCE/EXPECTATIONS AND GOALS**

Solano Community College

Performance Appraisal For \_\_\_\_\_ Position

(Name)

Instructions: This section is to be completed by the employee in consultation with his or her supervisor and is due **JULY 1**. Development of performance goals and performance appraisal is based upon class specifications/job description and should include department and district goals.

**Performance Goals for non-evaluation year**

**PERFORMANCE GOALS**

**RESULTS/OUTCOMES/ACHIEVEMENTS**

Employee's Signature \_\_\_\_\_ Date

Supervisor's Signature \_\_\_\_\_ Date

Performance Appraisal For \_\_\_\_\_ Position  
(Name)

Instructions: This section is to be completed by the employee in consultation with his or her supervisor and is due **JULY 1**. Development of performance goals and performance appraisal is based upon class specifications/job description and should include department and district goals.

**Performance Goals for evaluation year**

To be reviewed by February 28.

Employee's Signature \_\_\_\_\_ Date

Supervisor's Signature \_\_\_\_\_ Date

Performance Appraisal For \_\_\_\_\_ Position  
(Name)

Instructions: This section is to be completed by the supervisor and is due to the employee by **JUNE 1** of the evaluation year. Based on each major job category in the job description, please circle the letter which best describes the employee's performance. The development of job categories are to be based on the class specifications/job description, the District goals, the department goals, and the individual performance goals. These job categories are to be developed in consultation with the employee at the time the performance goals are determined and are due by **JULY 1** of the evaluation year.

- O** Outstanding Performance. Performance is of exceptional quantity and/or quality and is completed in accordance with established schedules or deadlines.
- H** Highly Effective Performance. Performance is of above average or excellent quality and is usually completed in accordance with established schedules or deadlines.
- S** Satisfactory Performance. Performance is of good quality and is usually completed in accordance with established schedules or deadlines.
- M** Marginal Performance. Performance is minimally acceptable but needs improvement.
- U** Unsatisfactory Performance. Performance is not adequate for the position.

Major Job Categories (from class specifications/job description)

(Circle one)  
O H S M U

1.  
Comments:

O H S M U

2.  
Comments:

O H S M U

3.  
Comments:

O H S M U

4.  
Comments:

O H S M U

5.  
Comments:

Additional major job categories or significant responsibilities may be added on a separate sheet.

Employee's Signature \_\_\_\_\_ Date

Supervisor's Signature \_\_\_\_\_ Date

Performance Appraisal For \_\_\_\_\_ Position  
(Name)

**OVERALL RATING**

Please check appropriate box for the **overall rating** of the employee's performance.

**SUGGESTIONS FOR USE OF RATING CRITERIA:**

- Outstanding Performance  
Half or more of the major job category ratings should be "Outstanding;" no more than one rating should be below "Highly Effective."
- Highly Effective Performance  
Half or more of the major job category ratings should be "Highly Effective" or "Outstanding;" no more than one rating should be below "Satisfactory."
- Satisfactory Performance  
Half or more of the major job category ratings are "Satisfactory" or higher; no more than one-fourth of the ratings should be "Marginal." The employee and supervisor will develop and attach a performance improvement plan for any major job categories which are rated "Marginal."
- Marginal Performance  
More than one-fourth of the major job category ratings are "Marginal" or below. The employee and supervisor will develop and attach a performance improvement plan for the major job categories which are rated "Marginal" or below.
- Unsatisfactory Performance  
More than one-fourth of the major job category ratings are "Unsatisfactory." The employee and supervisor will develop and attach a performance improvement plan for all major job categories which are rated "Marginal" or below.

Additional comments may be attached and signed on a separate sheet of paper.

**Supervisor's Comments:**

**Employee's Comments:**

This performance appraisal has been discussed with the employee. His/her signature does not necessarily imply that he/she is in agreement with the evaluation.

Employee's Signature \_\_\_\_\_ Date

Supervisor's Signature \_\_\_\_\_ Date

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: Teaching Apprentice**

**BASIC FUNCTION:** Under the direction of the Division Dean and guidance from the mentor/instructor of record, work with students in the classroom and lab; provide instruction and remedial assistance in writing and reading skills to students enrolled in various levels of a variety of college courses; familiarize students and staff in the use of instructional equipment and materials; and supervise student tutors.

**During the current health crisis classes will be offered mainly online. As a result, all of the support that TAs will provide for our students will be done through distance learning modalities including but not limited to Canvas and Zoom.**

**DISTINGUISHING CHARACTERISTICS:** A Teaching Apprentice assists in overseeing a complex instructional laboratory and must possess technical or academic training and experience in assigned field. Teaching Apprentices work collaboratively with the instructor of record and provide instructional assistance to students in and out of the classroom.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned. The English instructor of record will oversee and support application of these duties as part of a mentoring relationship.**

Evaluate skills and assign appropriate assignments. Instruct students on a one-to-one, small group, and whole class basis, providing specialized assignments emphasizing individual needs. Instruct students of various skill levels enrolled in a variety of courses from developmental to college-level in active reading and writing processes. Diagnose each student's skill and knowledge level in reading and writing; then determine and assign appropriate corrective coursework.

Teach and explain difficult concepts of English language usage and correctness, such as rules of grammar, sentence structure, punctuation and mechanics, to a wide variety of students, including English-As-A-Second-Language (ESL) students; monitor students' progress on concepts taught; choose appropriate assignments (with the guidance of English faculty) and continue the learning process with the students; choosing appropriate assignments to help students learn particular rules and skills.

Teach students the reading and writing process: evaluate students through a set of diagnostics in reading and writing; assign students materials and methods necessary to their development, monitor their progress, and explain library research techniques and various expository forms and their functions.

Engage student affect. Encourage students to persevere and succeed; calm angry, frustrated or uncooperative students; discuss problems interfering with student progress and suggest possible realistic solutions.

Collaborate with other campus entities such as the Disabilities Services Program, Academic Success Center, ESL Lab, Counseling, and Assessment to determine appropriateness of placement in the lab(s) and provide necessary and adequate resources for student success.

Develop, create, and revise individualized exercises, assignments, and instructional materials to be used as teaching tools in the students' learning processes.

**Secondary Functions:**

Perform job-related duties as assigned.

Participate in a mentoring relationship with English faculty.

**MINIMUM QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications 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:** B.A. or B.S. in any field requiring substantial writing desired OR two years of work experience in writing, editing, proofreading, teaching, or tutoring—including ESL or minority students—or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

**LANGUAGE SKILLS:**

Ability to read, analyze, and interpret general periodicals, professional journals, technical procedures, or governmental regulations; ability to write reports, business correspondence, instructional materials, and procedure manuals; ability to present information effectively and respond to questions from groups of students, staff, or the general public.

**REASONING ABILITY:**

Ability to solve practical problems and deal with a variety of situations where limited standardization exists; ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**CERTIFICATES, LICENSES, REGISTRATION:**

None is required for this classification.

**OTHER SKILLS AND ABILITIES:**

Demonstrate knowledge of reading and writing skills hierarchy.

Demonstrate competence in the operation of Windows Office.

Plan and organize work.

Work effectively with students who have a wide range of reading and writing abilities.

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

Establish and maintain effective and cooperative working relationships with others.

Meet schedules and time lines.

Learn instructional methods and techniques.

Learn and observe safety regulations.

Learn new and updated instructional material and software as required.

Assure the security of assigned equipment, materials, and supplies.

**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; walk; sit; use hands to finger, handle, or feel objects, a keyboard or other office machines, tools, or controls; reach with hands and arms; stoop; kneel; crouch; speak clearly and distinctly to provide information to students; and hear and understand voices over telephone and in person. Employees assigned to this classification must frequently lift, carry, and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions in this classification include close vision (clear vision at 20 inches or less); distance vision (clear vision at 20 feet or more); and the 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 performed in an instructional lab environment. While performing the duties of this classification, the employee is occasionally exposed to the risks of computer-generated video radiation and other hazards associated with working with computers. The work environment is moderately noisy.



## Interview Questions: Associate Dean, Special Projects

1. This position will administer our corrections education program. What is your experience working with or teaching incarcerated students? Give us examples of specific approaches and strategies for student success.
2. This position will administer our dual enrollment and CCAP program. For our students in the high schools, what do you consider the greatest challenges in providing a quality collegiate educational experience? Tell us what you understand about CCAP agreements specifically and how you would work with the local high schools to establish pathways from high school to college.
3. What program outcomes would you like to see from these two programs? What data points would you use to measure their success?
4. Describe a project you have worked on or a program that you managed that gave you an opportunity to exhibit problem solving and project management skills. Please be specific about your individual contributions to the work and approaches to challenges.
5. As the college explores concrete steps towards promoting anti-racism, how will you contribute to these efforts to enhance diversity, equity, and inclusion in a meaningful way? How have you approached this in your current role?
6. Both corrections education and dual enrollment programs require building and nurturing partnership relationships with the outside institutions. Explain your approach to establishing professional relationships and discuss why you could be a trusted representative of the college.
7. Explain your experience with college processes such as monitoring budgets, processing employment paperwork, course scheduling, contract negotiations, grant reporting, and conducting performance reviews.
8. Faculty working with our high-school and incarcerated populations face new challenges, environments, and logistics, particularly as we grow these programs. However, getting faculty on board and trained to teach in a new environment presents specific challenges. What kinds of support and professional development opportunities would you offer our faculty?
9. Do you have any questions for the committee, or is there anything we did not ask you that you would like to share with us?

## Vice President of Finance and Administration Timeline

Position closes – 5/23/2021

Email to unions and senate for committee members – sent by 4/23/2021

Meeting with committee to formulate questions and screening criteria and written exercise. Discussion of EEO procedures – the week of 5/10/2021

Candidates released to the committee – by 5/25/2021

Committee selects interview candidates – final list sent to HR by 6/1/2021

First level interviews – week of 6/7/2021

Second level interviews – Week of 6/14/2021

Final candidate to the board – 7/7/2021 meeting

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

**TO: Members of the Governing Board**

**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT EQUAL  
EMPLOYMENT OPPORTUNITY PLAN 2021-2024**

**REQUESTED ACTION:**

- Information**    **OR**     **Approval**  
 **Consent**        **OR**     **Non-Consent**

**SUMMARY:**

The Solano Community College District believes in taking steps to ensure equal employment opportunity and creating an academic environment which is welcoming to all, fosters diversity, promotes educational excellence, and provides a quality student learning experience.

The Solano Community College District Equal Employment Opportunity Plan 2021-2024 was presented to the Governing Board for review at the May 5, 2021 meeting, and is now being presented for approval.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 4000</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Salvatore Abbate  
Human Resources

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

May 19, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# **Solano Community College District**

**Review of 2015-2019 data  
and**

**Equal Employment Opportunity Plan  
for 2021-2024**

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## Plan Component 1: Introduction

Statement from the SCC Superintendent-President:

The Solano Community College District's Equal Employment Opportunity Plan (EEO Plan), which includes a review of the 2015-2019 EEO data, was adopted by the SCC Governing Board on **May 19, 2021**. This Plan was developed in consultation with the EEO Advisory Committee, known as the Equity, Inclusion Advisory Council (EIAC) comprised of managers, faculty, staff and students, and shared with the College Governance Council.

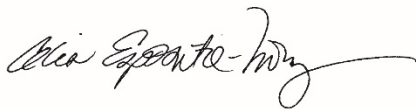
This plan also includes a review of the 2015-2019 data as required by the Chancellor's Office. The 2021-2024 Plan includes the required components as well as proposed activities to enhance diversity and ensure equal employment opportunity (Plan Component 13), efforts to further equal employment opportunities (Plan Component 14), efforts to advance employment and retention of people with disabilities, including those with learning differences (Plan Component 15), and those efforts outlined in Plan Component 16 to grow our own.

The District is committed to an academic environment that promotes educational excellence through a diverse lens. Having faculty and staff who understand our students' experiences, who can provide culturally relevant materials and examples in the classroom, and who can connect with students is essential to successful student and employee experiences.

Solano Community College continues its commitment to equal employment opportunity and diversity by broadening access to professional development opportunities for all employees, remaining focused on equity challenges, and taking steps to create a compassionate environment where employees can explore ideas and become better educators.

This past year, I created a President's Advisory Council on Equity, Diversity, and Inclusion and met monthly with faculty, managers, staff, and students, and held a student feedback session to solicit input from students about their experiences at the College. These efforts were facilitated by Regina Stanback Stroud and Associates who helped us make progress towards becoming a more equity-minded institution. We intend to continue and expand these efforts in the coming years.

Sincerely,



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

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## Solano Community College District Equal Employment Opportunity Plan

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New Plan adopted by the Board of Trustees: May 19, 2021

### Plan Component 2: Definitions

- 1) *Adverse Impact*: a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
- 2) *Diversity*: means a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, gender identity, gender expression, sex, sexual orientation, color, medical condition, genetic information, ancestry, marital status, physical or mental disability, pregnancy, military and veteran status, and socio-economic backgrounds.
- 3) *Equal Employment Opportunity*: means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels in the seven job categories which include executive/administrative/managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:
  - a) Identifying and eliminating barriers to employment that are not job related; and
  - b) Creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination pursuant to Title 5, section 12940.
- 4) *Equal Employment Opportunity Plan*: a written document in which a district's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.
- 5) *Equal Employment Opportunity Programs*: all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of Title 5, section 53006.
- 6) *Ethnic Group Identification*: means an individual's identification in one or more of the ethnic groups reported to the State Chancellor pursuant to Title 5, section 53004. These groups shall be more specifically defined by the State Chancellor consistent with state and federal law.
- 7) *In-house or Promotional Only Hiring*: means that only existing district employees are allowed to apply for a position.
- 8) *Monitored Group*: means those groups identified in Title 5, section 53004(b) for which monitoring and reporting is required pursuant to Title 5, section 53004(a).
- 9) *Person with a Disability*: any person who:
  - a) has a physical or mental impairment as defined in Government Code, section 12926 which limits one or more of such person's major life activities;
  - b) has a record of such an impairment; or

c) is regarded as having such an impairment.

A person with a disability is “limited” if the condition makes the achievement of the major life activity difficult.

- 10) *Reasonable Accommodation*: the efforts made on the part of the district in compliance with Government Code section 12926.
- 11) *Screening or Selection Procedures*: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
- 12) *Significantly Underrepresented Group*: any monitored group for which the percentage of persons from that group employed by the district in any job category listed in Title 5, section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.



**Plan Component 3: Policy Statement**

EQUAL EMPLOYMENT OPPORTUNITY BOARD POLICY 4035:

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program. The Superintendent/President shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

ADOPTED: January 21, 2004

### **Plan Component 4: Delegation of Responsibility, Authority and Compliance**

It is important that each employee and elected trustee of the District shall promote and support equal employment opportunity and equity in all programs and services. The responsibilities of the District's leadership to ensure implementation of the Plan and the goals are outlined below.

1) *Governing Board (Board of Trustees)*

The governing board approves and is responsible for implementation of the District's Plan and for ensuring equal employment opportunity as described in the Plan.

2) *Chief Executive Officer (Superintendent-President)*

The governing board delegates to the chief executive officer the responsibility for developing and implementing the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The chief executive officer shall advise the governing board of statewide policy developed by the State Board of Governors of the California Community Colleges and direct the publication of an annual report on implementation. The chief executive officer shall evaluate the performance of all administrative staff who report directly to her on their ability to implement the Plan.

3) *Equal Employment Opportunity Office (Human Resources)*

The District has designated the Director of Human Resources as its equal employment opportunity officer who is responsible for the day-to-day implementation of the Plan. The District advises employees and applicants for employment of the designee on the Human Resources web page. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, sections 53000 *et seq.* The equal employment opportunity officer is also responsible for receiving complaints described in the Plan and for ensuring that applicant pools and screening and interview procedures are adhered to.

4) *Equity and Inclusion Advisory Council (EIAC)*

The District has established an Equity and Inclusion Advisory Council that meets quarterly. This council meets with the Director of HR when the Plan is updated or a new Plan is developed. The Council includes managers, faculty, and staff. The CEO meets with the Council at least once per year to share her interests and direction regarding meeting the goals of the EEO Plan and to address any questions or concerns.

5) *Agents of the District*

Solano Community College District ordinarily does not enlist organizations or individuals on behalf of the governing board or Human Resources to assist with recruitment and screening except in the case of the Superintendent-President position. When using an agent(s) of the District, the party(ies) shall be advised of and subject to all of the requirements and goals outlined in the Plan.

6) *Good Faith Effort*

The District shall continue to make a good faith effort to comply with all the requirements of its Plan. Issues or concerns regarding compliance with the Plan are submitted to the Director of HR who may share these concerns with the EIAC.

7) *Accountability and Corrective Action*

The District shall certify annually to the State Chancellor that we have complied with all of the following:

- a) Recorded, reviewed and reported the data required regarding qualified applicant pools;
- b) Reviewed and updated, as needed, the Strategies Component of the Plan;
- c) Investigated and appropriately responded to formal harassment or discrimination complaints filed.

Upon review of a district's certification, data reports, or any complaint filed, the State Chancellor may review a District's EEO Plan for the requirements of institutionalized and on-going efforts to support diversity and/or compliance. Where the State Chancellor finds that the District's efforts have been insufficient, the District will be informed of the specific area(s) of concern, and direct the District to submit a revised EEO Plan within 120 days. Upon review of the revised EEO Plan, the State Chancellor will either

- a) Determine the revisions are sufficient, and provide a deadline by which the District must provide proof that the new measures have been implemented; or
- b) If the State Chancellor finds that the revised plan is still lacking, he/she will direct the District to implement specific measures from those listed in Title 5, section 53024.1, and provide a timeline for doing so.

## **Plan Component 5: Equity and Inclusion Advisory Council (EIAC)**

The District has an Equity and Inclusion Advisory Council (EIAC) to assist the District in developing and implementing its EEO Plan. Accordingly, the Council assists in promoting understanding of and the support of equal employment opportunity, nondiscrimination, retention, and diversity.

The EEO Officer shall train the EIAC on equal employment compliance and the Plan itself. The Council shall consist of a diverse membership including at least one representative from Academic Senate, CSEA, Local 39, Administrative Leadership Group (ALG), Student government, Minority Coalition, Veterans, and Disabled Student Services. The EEO Officer or Superintendent-President designee chairs the Council. The EIAC holds quarterly meetings during the academic year; special meetings are held as needed to review EEO Plan data, policy revisions, and the progress of formal EEO Planning agenda items. As appropriate, the EAIC shall make recommendations to the EEO Officer and the Superintendent-President.

### Plan Component 6: Complaints

- 1) Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026). The District has established a formal process permitting any person to file a complaint alleging that EEO regulations have been violated. Any person who believes that these EEO regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain to the best of the complainant's ability the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving the current hiring processes must be filed as soon as possible after the occurrence of the alleged violation and not later than (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the 60-day limitation.

(See SCC Board Policies 4000 Series: [http://www.solano.edu/district\\_policies/series4000\\_hr.php](http://www.solano.edu/district_policies/series4000_hr.php))

Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's office, the decision of the District in complaints pursuant to section 53026 is final. (See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaint at: [http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min\\_Cond\\_Complaints.pdf](http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min_Cond_Complaints.pdf))

The District may return a complaint without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The hiring complaint shall be filed with the EEO Officer. If the complaint involves the EEO Officer, the complaint will be filed with the Superintendent-President. A written determination of all accepted written complaints will be issued to the complainant within (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of resolution. The EEO Officer will forward copies of all written complaints and resolution or findings to the Chancellor's Office upon completion of the investigation.

In the event that a complaint filed under Section 53026 alleges unlawful discrimination, it will be processed according to the requirements of Section 59300 et. Seq.

For complaints alleging unlawful discrimination or harassment (Section 59300 et seq.), the district has adopted procedures for complaints alleging unlawful discrimination or harassment. The Director of Human Resources is responsible for receiving such complaints and for coordinating their investigation. The District has in place discrimination and sexual harassment complaint procedures.

(See SCC Board Policies: [http://www.solano.edu/district\\_policies/series4000\\_hr.php](http://www.solano.edu/district_policies/series4000_hr.php)).

## **Plan Component 7: Notification to District Employees**

The commitment of the Governing Board and the Superintendent-President to equal employment opportunity is emphasized through the broad dissemination of its EEO Plan. The EEO policy statement is included in the College catalog. The EEO Plan and subsequent revisions are distributed to all members of the College community once the plan is approved by the Governing Board. The EEO Plan is also available on the District's website. Human Resources provides all new employees with a copy of the EEO Plan. Each year the District will inform all employees of the EEO Plan's availability, including a written summary of the provisions of the EEO Plan. The annual notice will emphasize the importance of the employee's participation in and responsibility for the Plan's implementation and efficacy. The Plan is available on the SCC webpage and from Human Resources.

### **Plan Component 8: Training for Screening/Interviewing Committees**

Employees of the District or an agency or individual serving on behalf of the District and, who is involved in the recruitment and screening/interviewing process of personnel shall receive training on the state's equal employment opportunity (Title 5, section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the district's Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; the value of a diverse workforce; recognizing implicit bias, and best practices in serving on a screening or interview committee.

Employees serving on a screening/interview committee will be required to receive training prior to serving. Individuals who have not received this training will not be allowed to serve on the screening/interview committees. Human Resources is responsible for providing the required training and documenting employees who have completed training. Any individual, whether or not an employee of the District, who is acting on behalf of the District with regard to recruitment and screening of employees, is subject to the Equal Employment Opportunity requirements of Title 5 (section 53020(c)) and the District's Plan.

The District is fully committed to addressing implicit bias in screening, interviewing, and hiring and with the support of the Professional Development Committee, continues to provide multiple training opportunities during the fall and spring semesters with presenters who focus on these topics. Work has been done college-wide to provide professional development opportunities for faculty, staff, managers, and trustees on creating an environment that recognizes and values the diverse experiences of our students and how to improve efforts in the classroom and the college environment.

### **Plan Component 9: Annual Written Notice to Community Organizations**

The College advises community organizations of posted notices to the webpages. Human Resources will provide annual written notice regarding how the College will meet the goals of its Plan. The notice will inform organizations that they can download or access a copy of the Plan. The notice will also include the webpage where the District advertises its job openings and the names, departments and phone numbers of individuals to call in order to obtain employment information. Written notice will be made via electronic communication. The District will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources including various local professional organizations including the Black Chamber, Vallejo Education and Business Alliance (VEBA), the Hispanic Chamber, and the Fil-Am Chamber and statewide organizations including Pan-Hellenic/Greek fraternities-sororities, ACCCA, and the association list serves (CSSO, CIO, CEO, etc.). The College offers a degree in ASL (American Sign Language) and has used the affiliated professional organizations including outreach events, to promote employment opportunities for deaf and hard of hearing.

The District has and will continue participating in the local Workforce Development Board (WDB) job fair and serves as a recognized training partner and as a resource for disabled and incumbent workers in Solano County.



### **Plan Component 10: Analysis of District Workforce and Applicant Pool**

Human Resources will annually review the District's workforce composition and shall monitor and report on applicants for employment to evaluate the District's progress in implementing the Plan, to provide data needed for the reports required by this Plan and to determine whether any monitored group is underrepresented. Monitored groups are men, women, American Indians/Alaskan Natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities.

Applicants or employees will be afforded the opportunity to voluntarily identify their sex, gender, ethnic group identification, veteran status and, if applicable, disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/interview committee. This data collection will be done for each advertised position in the District. The District will annually report to the State Chancellor this data for employees. The Plan will be reviewed and, if necessary, revised to address concerns following the analysis of the ethnic group identification, sex, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

- 1) Administrative/Management
- 2) Faculty (FT and PT)
- 3) Confidential
- 4) Classified
- 5) Technical and Paraprofessional
- 6) Skilled Trades
- 7) Custodial, Grounds, and Maintenance

**Analysis Contents: The analysis uses data from 2015 through 2019 as the Chancellor’s Office requires data review over a four-year period of time.**

Percentage of Full-time to Part-time Instructors (Ed. Code 87482.6)  
Ethnicity and Gender of employees

### **Gender**

Gender of employees has been disaggregated by employee classification including three classifications for instructional faculty: Academic temporary (adjunct), Academic contract (tenure track), Academic regular (tenured). Between 2015 and 2019, the percent of tenured male faculty has remained consistent ranging from 49% to 43%. For tenured female faculty, the percent has also remained consistent with a range of 51% to 57%. This percentage is similarly reflected in the student population with male students ranging from 40% to 42% and female students ranging from 56% to 58% for the 2015-2019 timeframe.

Between 2015-2019, the gender distribution of administrative/management employees has fluctuated due to reorganizing. The percent of male administrators/managers has ranged from 64% to 62% and for female administrators, the range has been from 36% to 58%. The total number of administrators has increased from 11 to 14.

### **Ethnicity**

Ethnic identification of employees has been disaggregated by employee classification including clerical, administrative, faculty, professional (non-faculty), service, skilled crafts, and technical. In each classification except service, there are disparities in the percent of white employees compared to employees of color. The service employees are broadly represented and there are no significant differences in the percentages of employees by ethnicity.

Between 2015 to 2019, the percent of full-time faculty who identify as white was 69% and 64% for part time faculty.

Between 2015 to 2019, 54% of the clerical employees identified as people of color, compared to 40% who identified as white indicating that our clerical employees are more diverse than in the previous 4-year period.

The District continues to monitor hiring to improve equity within all classifications of employees. For the faculty ranks, the District is committed to having instructional faculty that more closely reflect the students we serve. Programs and opportunities for doing so are outlined in Components 12, 13, 14, and 15 in this Plan.

**Percentage of Full-time to Part-time Instructors (Ed. Code 87482.6)**

Solano Community College has achieved the following full-time and part-time percentages for faculty:

Term	Full-Time	Part-Time
Fall 2015	61.00%	39.00%
Fall 2016	62.20%	37.80%
Fall 2017	63.40%	36.60%
Fall 2018	61.50%	38.50%
Fall 2019	55.00%	45.00%

# Solano Community College District Equal Employment Opportunity Plan

## District Workforce Composition

Class and Ethnicity	Fall 2015		Fall 2016		Fall 2017		Fall 2018		Fall 2019	
	n	% n	n	% n	n	% n	n	% n	n	% n
<b>Occupational Activity</b>										
<b>Clerical/Secretarial</b>										
White	29	46%	29	45%	29	41%	26	35%	27	40%
African American	9	14%	10	15%	15	21%	14	19%	14	21%
Hispanic	11	17%	8	12%	11	15%	11	16%	8	12%
Asian	10	16%	12	18%	9	13%	11	15%	9	13%
Hawaiian or PI	1	2%	1	2%	1	1%	1	1%	1	1%
American Indian/Alaskan	3	5%	3	5%	1	1%	3	4%	2	3%
Unknown	1	2%	1	2%	2	3%	2	3%	6	9%
Two or more races	63	100%	65	100%	71	100%	74	100%	67	100%
<b>Executive, Administrative, and Managerial</b>										
White	16	53%	13	54%	16	70%	19	73%	17	68%
African American	7	23%	3	13%	3	13%	2	8%	3	12%
Hispanic	2	7%	2	8%	2	8%	4	15%	4	16%
Asian	5	17%	5	21%	3	13%	4	15%	4	16%
Hawaiian or PI	1	4%	1	4%	1	4%	1	4%	1	4%
Unknown	30	100%	24	100%	23	100%	26	100%	25	100%
<b>Faculty</b>										
White	300	71%	257	72%	263	69%	263	68%	261	67%
African American	44	10%	36	10%	44	12%	45	12%	48	12%
Hispanic	36	8%	27	8%	32	8%	34	9%	31	8%
Asian	32	8%	27	8%	32	8%	36	9%	34	9%
Hawaiian or PI	3	1%	2	1%	3	1%	3	1%	4	1%
American Indian/Alaskan	3	1%	3	1%	4	1%	3	1%	2	1%
Unknown	6	1%	4	1%	2	1%	2	1%	2	1%
Two or more races	424	100%	356	100%	380	100%	389	100%	388	100%
<b>Professional (Non-Faculty)</b>										
White	2	25%	1	27%	3	44%	4	44%	5	31%
African American	4	50%	3	60%	4	36%	3	33%	3	19%
Hispanic	1	13%	1	20%	1	9%	2	22%	4	25%
Asian	1	13%	1	20%	3	27%	2	22%	3	19%
Hawaiian or PI	8	100%	5	100%	11	100%	9	100%	16	100%
<b>Service/Maintenance</b>										
White	6	24%	7	28%	8	29%	7	25%	7	24%
African American	6	24%	5	20%	5	18%	5	18%	5	17%
Hispanic	6	24%	6	24%	7	25%	7	25%	7	24%
Asian	6	24%	6	24%	7	25%	7	25%	7	24%
Hawaiian or PI	1	4%	1	4%	1	4%	1	4%	1	3%
Two or more races	25	100%	25	100%	28	100%	28	100%	29	100%
<b>Skilled Crafts</b>										
White	2	40%	2	33%	3	50%	3	50%	3	50%
African American	1	20%	2	33%	1	17%	1	17%	1	17%
Hispanic	1	20%	1	17%	1	17%	1	17%	1	17%
Asian	1	20%	1	17%	1	17%	1	17%	1	17%
Two or more races	5	100%	6	100%	6	100%	6	100%	6	100%
<b>Technical/Paraprofessional</b>										
White	26	55%	26	55%	26	49%	27	49%	23	45%
African American	8	17%	8	17%	6	11%	8	15%	8	16%
Hispanic	5	11%	5	11%	7	13%	6	11%	5	10%
Asian	7	15%	8	17%	13	25%	12	22%	12	24%
American Indian/Alaskan	1	2%	1	2%	1	2%	2	4%	2	4%
Two or more races	47	100%	47	100%	53	100%	55	100%	51	100%
<b>Grand Total</b>	<b>602</b>	<b>100%</b>	<b>528</b>	<b>100%</b>	<b>572</b>	<b>100%</b>	<b>587</b>	<b>100%</b>	<b>582</b>	<b>100%</b>

Data taken from State Chancellor's office datamart and MIS Data

# Solano Community College District Equal Employment Opportunity Plan

## District Workforce Composition

Class and Gender	Occupational Activity	Gender	Fall 2015		Fall 2016		Fall 2017		Fall 2018		Fall 2019	
			n	% n	n	% n	n	% n	n	% n	n	% n
Employee Class	Academic, Temporary, Non-Tenured, Not on Tenure Track	M	153	54%	125	57%	120	52%	125	51%	120	49%
		F	129	46%	96	43%	112	48%	119	49%	126	51%
		<b>Total</b>	<b>282</b>	<b>100%</b>	<b>221</b>	<b>100%</b>	<b>232</b>	<b>100%</b>	<b>244</b>	<b>100%</b>	<b>246</b>	<b>100%</b>
Academic, Contract, Non-Tenured on Tenure Track	Faculty	M	10	36%	12	32%	20	39%	18	39%	11	44%
		F	18	64%	26	68%	31	61%	28	61%	14	56%
Academic, Regular, Tenured	Faculty	M	28	100%	38	100%	51	100%	46	100%	25	100%
		F	56	49%	44	45%	45	46%	41	45%	49	43%
Classified Permanent/Probationary	Clerical/Secretarial	F	58	51%	53	55%	52	54%	51	55%	64	57%
		<b>Total</b>	<b>114</b>	<b>100%</b>	<b>97</b>	<b>100%</b>	<b>97</b>	<b>100%</b>	<b>92</b>	<b>100%</b>	<b>113</b>	<b>100%</b>
Classified Permanent/Probationary	Clerical/Secretarial	M	3	5%	6	9%	8	11%	7	9%	6	9%
		F	60	95%	59	91%	63	89%	67	91%	61	92%
Classified Permanent/Probationary	Total		<b>63</b>	<b>100%</b>	<b>65</b>	<b>100%</b>	<b>71</b>	<b>100%</b>	<b>74</b>	<b>100%</b>	<b>66</b>	<b>100%</b>
		M	8	50%	4	40%	4	44%	4	40%	7	54%
Classified Permanent/Probationary	Executive, Administrative, and Managerial	F	8	50%	6	60%	5	56%	6	60%	6	46%
		<b>Total</b>	<b>16</b>	<b>100%</b>	<b>10</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>10</b>	<b>100%</b>	<b>13</b>	<b>100%</b>
Classified Permanent/Probationary	Professional (Non-Faculty)	M	2	25%	1	20%	3	27%	3	33%	2	14%
		F	6	75%	4	80%	8	73%	6	67%	12	86%
Classified Permanent/Probationary	Total		<b>8</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>11</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>14</b>	<b>100%</b>
		M	19	76%	20	80%	23	82%	22	79%	23	79%
Classified Permanent/Probationary	Service/Maintenance	F	6	24%	5	20%	5	18%	6	21%	6	21%
		<b>Total</b>	<b>25</b>	<b>100%</b>	<b>25</b>	<b>100%</b>	<b>28</b>	<b>100%</b>	<b>28</b>	<b>100%</b>	<b>29</b>	<b>100%</b>
Classified Permanent/Probationary	Skilled Crafts	M	5	100%	6	100%	6	100%	6	100%	6	100%
		<b>Total</b>	<b>5</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>6</b>	<b>100%</b>
Classified Permanent/Probationary	Technical/Paraprofessional	M	20	43%	20	43%	23	43%	24	44%	20	39%
		F	27	57%	27	57%	30	57%	31	56%	31	61%
Classified Permanent/Probationary	Total		<b>47</b>	<b>100%</b>	<b>47</b>	<b>100%</b>	<b>53</b>	<b>100%</b>	<b>55</b>	<b>100%</b>	<b>51</b>	<b>100%</b>
		M	9	64%	7	50%	9	64%	11	73%	8	62%
Classified Permanent/Probationary	Educational Administrator	F	5	36%	7	50%	5	36%	4	27%	5	38%
		<b>Total</b>	<b>14</b>	<b>100%</b>	<b>14</b>	<b>100%</b>	<b>14</b>	<b>100%</b>	<b>15</b>	<b>100%</b>	<b>13</b>	<b>100%</b>
Classified Permanent/Probationary	Grand Total		<b>602</b>	<b>100%</b>	<b>528</b>	<b>100%</b>	<b>572</b>	<b>100%</b>	<b>503</b>	<b>100%</b>	<b>506</b>	<b>100%</b>
		M	302	50%	252	48%	282	49%	242	48%	242	48%
Classified Permanent/Probationary	Grand Total	F	300	50%	276	52%	290	51%	261	52%	264	52%

Data taken from State Chancellor's office datamart and MIS Data

**Solano Community College  
NEOGOV Applicant Pool Data September 1, 2018 thru June 30, 2019**

The chart below includes the total number of applicants and hires by ethnicity for 2018-2019:

2018-19 Applicant Pool by Ethnicity						
Table 1.1	Ethnicity					
Category	African American	Asian	Hispanic	Native American	White	Unknown
<b>Number of Applicants by Ethnicity</b>	<b>360</b>	<b>373</b>	<b>302</b>	<b>18</b>	<b>707</b>	<b>170</b>
% of Applicants	18.7%	19.3%	15.6%	0.9%	36.6%	8.8%
<b>Number of Hires by Ethnicity</b>	<b>6</b>	<b>6</b>	<b>13</b>	<b>0</b>	<b>11</b>	<b>8</b>
% of Hires	13.6%	13.6%	29.5%	0.0%	25.0%	18.2%

The chart below includes the total number of applicants and hires by gender for 2018-2019:

2018-19 Applicant Pool by Gender			
Table 1.1	Gender		
Category	Female	Male	Unknown
<b>Number of Applicants by Gender</b>	<b>1190</b>	<b>704</b>	<b>36</b>
% of Applicants	61.7%	36.5%	1.9%
<b>Number of Hires by Gender</b>	<b>26</b>	<b>17</b>	<b>1</b>
% of Hires	59.1%	38.6%	2.3%

# Solano Community College District Equal Employment Opportunity Plan

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## **Plan Component 11: Analysis of Degree of Underrepresentation and Significant Underrepresentation**

An analysis of applicant and selected candidate pools was reviewed using 2016-2017 data compared to 2018-2019 data. Applicant pools in 2016-17 had significantly fewer applicants compared to 2018-19. In 2018-2019 the district increased its outreach efforts and focused on posting positions to sites that focused on diverse applicants. In 2016-17, there were 1,295 applicants for 68 positions with 11 faculty positions. In 2018-19, there were 1,930 applicants for 44 positions.

### **Gender**

For all applicant pools, the College saw an increase in the percent of females who applied in 2018-19 compared to 2016-17 and a decrease of male applicants for the same time period. In 2016-17, female hires were 57.4% compared to 59.1% in 2018-19. In year 2018-19 the college hired three tenure track faculty positions. Two of the three hires are female.

### **Ethnicity**

There was an increase in the percent of new hires who self-identified as people of color in 2018-19 compared to data from 2016-17. From 2018-19, new hires of color comprised 56.7% compared to 50.8% in 2016-17.

The College is making improvements in diversifying the faculty. In 2018-19, the district hired three faculty including one in the sciences who represents an historically underrepresented group. The College has been intentional in advertising open faculty positions outside of California including at HBCUs (Historical Black Colleges and Universities).

The College continues to focus on increasing the number of employees of color by connecting with diverse faculty internship programs and local graduate schools as well as developing a “grow your own” program for former SCC students and current graduate students.

The Superintendent-President and the Board of Trustees are well-aware of the need for more diverse hires in all positions. For faculty and management positions, the Superintendent-President receives a review of the applicant pools and finalists for these positions, including the positions where historically women and people of color have not been well represented. For front line staff positions, the Superintendent-President is asking the College to be mindful of candidates’ abilities to speak languages that serve our students and communities.

### **Plan Component 12: Methods to Address Underrepresentation**

The District is committed to a climate that encourages a diverse and qualified applicant pool for all positions and understands that this is created, in part, by every employee, in particular, the leadership. Throughout the past year, the College has provided training and enlisted guest speakers and facilitators to provide employees with a greater understanding of how we can do our part individually and collectively to respect and value one another, how we can be more intentional in our recruitment and retention efforts, and how we all carry implicit bias when hiring. In previous years, the Superintendent-President worked on a statewide effort to address Ed. Code language (Ed. Code, section 87405(a)) that prohibits districts from employing or retaining any persons convicted of any sex offense (as defined in Ed. Code, section 87010) or controlled substance offense (as defined in Ed. Code, section 87011) while still complying with the Fair Chance Employment Compliance Guide. Consistent with the U.S. Equal Employment Opportunity Commission's (EEOC) guidance regulating the use of arrest and conviction records, and California's law to eliminate unnecessary barriers in the District's hiring process and adopt fair chance hiring standards and procedures, SCC has been reviewing DOJ reports and providing applicants with the opportunity to explain prior charges before denying employment. By doing so, we have hired more diverse employees who otherwise would have been denied an opportunity for employment.

The District takes steps during the screening/interview process to support the hiring of candidates with varied backgrounds who can contribute to a diverse community. When notified by candidates of the need for accommodations due to a disability, the college reviews the request and identifies appropriate accommodations that allows applicants an equitable opportunity to present their skills and abilities. By doing so, the District has learned how best to provide accommodations for those with learning disabilities, including for those on the Autism spectrum.

The equal employment opportunity provisions are applicable to all full-time and part-time hiring, including any hiring meant to address the ratio of full-time to part-time faculty that may be required by Education Code section 87482.6.<sup>1</sup>

SCC actively recruits from both within and outside the district to ensure an applicant pool that is diverse and qualified. The requirement of open recruitment applies to all regular, full-time and part-time vacancies in all job categories and classifications: faculty, classified employees, categorically funded positions, and all administrative/management positions. Recruitment for full-time faculty and educational administrator positions are conducted statewide including outreach to those qualified applicants listed in the California Community Colleges Registry and posting job announcements with the Registry. Recruitment for part-time faculty positions is conducted in consultation with the department and with the goal of establishing a pool of eligible diverse candidates. The process includes recruitment of those in the industry who may not have a teaching background.

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<sup>1</sup> Education Code section 87102 requires each district's Plan to address how the district will make progress in achieving the ratio of full-time to part-time faculty hiring as required by Education Code section 87482.6, while still ensuring equal employment opportunity.



## Solano Community College District Equal Employment Opportunity Plan

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In-house or promotional only recruitment is not used to fill any vacancy for any position except when the position is being filled on an interim basis for the minimum time necessary, and/or to allow for full and open recruitment. Current Board Policy provides for an interim appointment not to exceed two years in duration. Where in-house or promotional only recruitment is utilized to fill a position on an interim basis, all District employees shall be afforded the opportunity to apply and demonstrate that they are qualified. The job announcement for the interim position shall comply with the requirements set forth in the Plan and the selection process shall be consistent with the requirements of this subchapter.

For purposes of this paragraph, a vacancy is not created, and the requirements of the above do not apply, when:

- a) There is a reorganization that does not result in a net increase in the number of employees;
- b) One or more lateral transfers are made and there is no net increase in the number of employees;
- c) A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual;
- d) The faculty in a division or department elects one faculty member to serve as a chairperson for a prescribed limited term;
- e) The position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code;
- f) A part-time faculty member is assigned to teach the same or fewer hours he or she has previously taught in the same discipline without a substantial break in service. For purposes of this section, "a substantial break in service" means more than one calendar year or such different period as may be defined by a collective bargaining agreement; or
- g) An individual not currently employed by the District, who is specially trained, experienced, and competent to serve as an administrator, and who satisfies the minimum qualifications applicable to the position, is engaged to serve as an administrator through a professional services contract.

To address any identified underrepresentation of monitored groups pursuant to Plan Component 11, the District will revise its recruitment and hiring procedures and policies in accordance with the following provisions. These provisions will be in place henceforth, whether or not underrepresentation exists, because the provisions are also valuable in ensuring equal employment opportunity. The District's Recruitment and Hiring Procedures shall include in its section on recruitment the following provisions:

### 1) *Recruitment*

It is the policy of the District to pursue a program of recruitment that is inclusive and open to all individuals. Efforts are undertaken on a regular basis to develop and contact new recruitment sources, with the aim to increase diversity in candidate pools. Diverse pools shall include, but not be limited to, men, women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. The EIAC is encouraged to utilize and notify the District of additional recruitment options that may assist the District to obtain a diverse pool of applicants. The District's recruitment and hiring procedures will include the following provisions:

- a) For any job category where continuing underrepresentation exists, the District will, at a minimum, apply the recruitment procedures set forth in Title 5 Section 53021 to conduct full and open recruitment for all new openings and will not invoke the provisions for in-house interim appointments, or the exception under 53021 (c) (7) for engaging an administrator through a professional services contract, unless the Superintendent-President or his designee first notifies the Governing Board and the E.I.A.C. in writing of the compelling reason to deliberately restrict the persons who may be considered for a vacancy in a job category where underrepresentation persists.

All recruitment announcements will state that the district is an "Equal Employment Opportunity Employer."

- b) The District shall seek to pursue recruitment strategies for all open positions employing strategies as deemed feasible and/or appropriate, to include:
  - a) Increased general circulation (via print and online media) through more focused recruitment advertisement i.e., Caljobs.com, Community College Registry, Chronicle of Higher Education, Diverse: Issues in Higher Education.
  - b) Recruitment booths at job fairs or conferences oriented to both the general market and underrepresented populations, as well as participation in those events drawing groups found to be underrepresented in the District's workforce.
  - c) Employment Development Department, Workforce Development Board, local Ethnic Chambers, and four-year colleges and universities.

### 2) *Job Announcements*

The District's Recruitment and Hiring Procedures section on "Job Announcements" shall include the following provisions:

Job announcements will state clearly job specifications setting forth the knowledge, skills, and abilities necessary to perform the job. Employees can go to [www.solano.edu](http://www.solano.edu), click Human Resource, and view "How to apply" instructions. For all positions, job requirements will include demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural,

disability, and ethnic backgrounds of community college students. Job specifications, including any “required,” “desired,” or “preferred” qualifications beyond the state minimum qualifications which the District wishes to utilize, will be reviewed by the EEO Officer before the position is announced, to ensure conformity with equal employment regulations and state and federal nondiscrimination laws. All job announcements shall state that the District is an “Equal Employment Opportunity Employer.”

### 2) *Review of Initial and Qualified Applicant Pools*<sup>2</sup>

Initial applicant pools will be reviewed by the Human Resources Department for projected representation of monitored groups. Once the initial pool is approved, the pool will be screened for minimum qualifications, resulting in a qualified applicant pool. The qualified applicant pool will be reviewed so that no monitored group is adversely impacted. Once the qualified applicant pool is approved, the pool may be forwarded to the screening/selection committee. The District’s Recruitment and Hiring Procedures will include the following provisions:

- a) The application for employment will afford each applicant an opportunity to voluntarily identify, his or her gender, ethnic group, and, if applicable, his or her disability. This information will be kept confidential and used only in research, validation, monitoring, and evaluation of the effectiveness of the District’s equal employment opportunity program, or any other purpose specifically authorized by any applicable statute or regulation.
- b) Initial Applicant Pool:
  - After the application deadline has passed, the composition of the initial applicant pool will be analyzed to ensure that any failure to obtain projected representation for any monitored group is not due to discriminatory recruitment procedures. If necessary, the application deadline will be extended and additional recruitment will be conducted that eliminates discriminatory recruitment procedures and ensures that recruitment efforts provide a full and fair opportunity for a wide diversity of potential applicants.
  - When recruitment efforts have offered an opportunity for participation to diverse potential applicants or demonstrates that further recruitment efforts would yield a similar applicant pool, applications will be screened to determine which candidates satisfy job specifications as set forth in the job announcement. Before the selection process continues, the composition of the qualified applicant pool will be analyzed to ensure that no monitored group is adversely impacted.
  - If adverse impact is found to exist, the Director of Human Resources or designee shall take effective steps to address the adverse impact before the selection process continues.  
Such steps may include, but are not limited to:
    - a) Extend the deadline and undertake inclusive outreach efforts to ensure a diverse applicant pool that provides equal opportunity to all qualified applicants seeking employment with the District.

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<sup>2</sup> See Title 5, section 53023 for general authority for this section.

- b) Include all applicants who were screened out on the basis of any locally established qualifications beyond the state minimum qualifications which have not been specifically demonstrated to be job related and consistent with business necessity, through a process meeting the requirements of federal law.
  - 1. If adverse impact persists after taking steps required as outlined in this component of the Plan, the selection process may proceed only if:
  - 2. The job announcement does not require qualifications beyond the statewide minimum qualifications, or
  - 3. Locally established qualifications beyond state minimum qualifications, if any, are demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law and suitable alternative selection procedures to reduce the adverse impact were unavailable.
  - 4. Once the qualified applicant pool is approved, the pool will be forwarded to the Interview Committee for paper screening, interviews, and final recommendations for hiring considerations.
  - 5. The District will not advertise or utilize in future hiring processes for the same position or a substantially similar position any locally established qualifications beyond state minimum qualifications that the District was unable to verify in the original recruitment unless such qualifications are verified in advance of commencing any such future hiring process.

4) *Screening and Interview Procedures*

The District seeks to employ qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit and will extend to all candidates a fair and impartial examination of qualifications based on job related criteria. The District's recruitment and Hiring Procedures will include the following provisions:

- c) All screening or selection techniques, including the procedure for developing interview questions, and the selection process as a whole, will be:
  - a) Designed to ensure that, for all positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students based solely on job-related criteria;
  - b) Designed to avoid an adverse impact and monitored to detect and address adverse impact if it occurs for any monitored group.

- c) Every effort will be made to ensure screening and interview committees include a diverse membership and a variety of perspectives and experiences that will add benefit to the assessment of applicant qualifications. Screening/interview committees will include members from monitored groups.
- d) The Equal Employment Opportunity officer will approve the composition of screening/interview committees. If the EEO officer does not approve a committee for lack of diversity, the EEO officer will work with the constituent groups and take steps to remedy the lack of diversity.
- e) Before a person can serve on a screening/interview committee, he or she must receive Equal Employment Opportunity training.
- f) Interviews must include at least one question which assesses the candidate's competency, and commitment to, *d i v e r s i t y*, *e q u i t y*, equal employment opportunity and his or her level of cultural understanding. Reference checks will include at least one question addressing the candidate's ability to work in a diverse environment and their activities in support of equity.
- g) All screening materials must be approved by the EEO Officer for compliance with EEO principles.
- h) Monitoring for adverse impact
  - 1. After the screening committee has conducted the paper screening, and prior to contacting any of the applicants for interviews, the applicant pool is reviewed and cleared for adverse impact. Interviews will not be scheduled until the applicant pool has been approved.
  - 2. Finalists will not be forwarded for hiring consideration until the applicant pool has been reviewed and cleared for adverse impact.
- d) If monitoring for adverse impact reveals that any selection technique or procedure has adversely impacted any monitored group, the Superintendent-President or his/her designee may do one or more of the following:
  - 1. Suspend the process and take timely and effective steps to remedy the problem before the process resumes.
  - 2. When appropriate, assist the screening committee by discussing the overall composition of the applicant pool and the screening criteria or procedures, which have produced an adverse impact, provided that confidential information about individual candidates is not disclosed.
  - 3. Where necessary, the position may be reopened at any time and a new process designed in a

way to avoid adverse impact.

- e) The District will not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, ancestry, national origin, age, sex, religion, sexual orientation, marital status, disability, or medical condition, or engage in any other practice, which would result in discriminatory or preferential treatment prohibited by state or federal law. The District will not apply the EEO Plan in a rigid manner that has the purpose or effect of discriminating.
- f) The Governing Board or its designee shall make all hiring decisions based upon careful review of the candidate(s) recommended through the screening/interview committee. This includes the right to reject all candidates and to order further review, or to reopen the position where necessary to achieve the objectives of the EEO Plan or to ensure equal employment opportunity.
- g) The District will review the pattern of its hiring decisions following every recruitment, and if it determines that those patterns do not meet the objectives of the Plan, the District will construct new methods to meet the Plan objectives, or if necessary, modify the Plan itself to ensure equal employment opportunity.

### **Plan Component 13: Additional Measures to Support Diversity and Ensure Equal Employment Opportunity**

- 1) The District will review data as outlined in Title 5, Section 53003, subdivision(c) (6) to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. The review may include an analysis of job applicants to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool to the qualified applicant pool;
- 2) Where the review identifies that significant underrepresentation of a monitored group may be the result of non-job related factors in the employment process, the District will implement additional measures to attempt to address the area(s) of concern including:
  - a) An independent review of the District’s recruitment procedures and job announcements to recommend modifications that may address the underrepresentation.
  - b) Work with administrators to identify and develop, in conjunction with the equal employment opportunity officer, recruitment, screening and interview material that may address the underrepresentation.
  - c) Require training for administrators, faculty, and staff on the impact of implicit bias on recruitment, screening, and interviewing candidates.
  - d) Work with employee groups to attract candidates from underrepresented groups, and to recommend changes to the job announcements and screening criteria that may attract more diverse candidates.
  - e) Monitor its efforts to increase candidates from the significantly underrepresented groups.
  - f) Review criteria used to screen applicants for positions to determine if criteria are job-related and consistent with:
    - a. Federal law; and
    - b. District and state established qualifications, including the requirement that applicants for academic and administrative positions demonstrate sensitivity to diverse community college students.
  - g) The District will discontinue the use of locally established criteria if they do not meet the requirements as outlined in Title 5 or our Plan; and
  - h) Develop efforts to advance diversity and address the specific area of need.

### **Plan Component 14: Other Measures Necessary to Further Equal Employment Opportunity**

The District recognizes that committing to equal employment opportunity extends beyond the job application process. Retaining diverse employees is essential to the college community. At times, this commitment to retaining employees requires adjustments to the organizational culture, changing practices that may appear exclusionary, and making a concerted effort to ensure that all employees are respected and valued. The District has made a commitment to recognize and address implicit bias by bringing educators to campus to work with administrators, faculty, and staff and by identifying activities that may have excluded employees from participating due to a disability. Human Resources has identified resources for addressing equity in the interview process for those on the Autism spectrum and for applicants with disabilities. The District will continue implementing the following:

- 1) Provide professional development events addressing trauma informed teaching and learning.
- 2) Conduct a campus climate survey of employees and of students.
- 3) Provide EEO/diversity workshops on flex days.
- 4) Provide training on creating an inclusive classroom and work environment.
- 5) Consider recognizing bi/multilingualism as an essential skill for community college employees by exploring additional compensation for those whose language skills are needed.
- 6) Consider a teaching for equity requirement for faculty.
- 7) Offer leadership development opportunities with a focus on creating an environment that advances diversity.
- 8) Ensure that administrators support diversity objectives and that the objectives are identified in the evaluation process.
- 9) Conduct exit interviews with employees who voluntarily leave the district; analyze the data for patterns impacting particular monitored groups, and; implement concrete measures to address the patterns.
- 10) Provide training on implicit bias in hiring and employment.
- 11) Enhance the “grow your own” program to increase underrepresented populations in teaching.
- 12) Develop programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.
- 13) Provide the opportunity for the Board of Trustees to receive training on implicit bias, equity, diversity, and inclusion.
- 14) Thoroughly investigate, in a timely manner, all harassment and discrimination complaints and take appropriate corrective action where a violation is found.
- 15) Implement professional development activities in support of faculty maintaining updated curricula, texts, and/or course descriptions to reflect diverse populations in the discipline.
- 16) Address concerns of inclusion/exclusion in an honest and collaborative manner.
- 17) Continue to gather information from applicants who decline job offers to find out why, record this information, and address it, when possible.



### **Plan Component 15: Persons with Disabilities: Accommodations and Goals for Hiring**

#### 1) *Reasonable Accommodations*

Applicants with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code, sections 11135 *et seq.* and 12940(m); section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act. Such accommodations may include, use of extended time or alternate formats for presenting knowledge and skills critical to the position, adaptive equipment, and interpreters for deaf and hard of hearing candidates.

Applicants including those who identify on the Autism Spectrum, have been provided appropriate accommodations during the interview process. HR has identified external resources including Job Accommodation Network (JAN) an excellent online tool that assists employers and employees with appropriate accommodations in accordance with the ADA.

The Director of Human Resources serves as the ADA coordinator and is responsible for handling requests for accommodations from applicants. Working with DSP (Disability Support Programs) staff and external resources, HR can identify and provide reasonable accommodations that do not advantage any candidate over another. Additionally, screening/interview committees are provided training on appropriate accommodations and how to fairly score those who receive accommodations. Human Resources is responsible for handling requests from applicants seeking such accommodations during the application process and forwarding those requests to the Director of HR.

Employees with disabilities are provided accommodations, when requested. The Director of Human Resources is responsible for handling requests for accommodations from employees. The College has implemented an ASL (American Sign Language) Degree and Certificate Program led by a tenure track, deaf faculty member who requires an interpreter in class for the beginning of each semester. In addition to providing interpreters for hearing students in the classroom, the College has made ASL interpreters available for staff meetings, college events, tenure meetings, and social events. Several faculty and the dean of the division enrolled in ASL classes in order to better communicate with deaf faculty members.

#### 2) *Goals for Hiring*

The District will continue monitoring applicant pools and those offered employment. On several occasions, the District has been prepared to onboard a new employee with a disability and has facilitated discussions about office lay-out, location, and providing a distraction-free work space. Employees serving on screening/interview committees will continue receiving training regarding hiring those with disabilities.

### **Plan Component 16: Grow Your Own Efforts**

Solano Community College currently benefits from a Teaching Apprentice program wherein we cultivate and train through mentorship future community college faculty, many of whom began as our students. This grow-your-own program was initiated as part of a Basic Skills Transformation Grant, as support for programs designed to increase access for all students to transfer-level English and mathematics courses, while addressing directly and proactively equity gaps for student success. The TA program at Solano hires local students in possession of a bachelor degree; ideally, successful candidates are enrolled in a graduate program. Outreach for this program places emphasis on recruiting college alumni. Moreover, successful TAs are eligible to teach as part-time faculty at the college, once they attain minimum qualifications. As such, the TA program helps the college to build and maintain robust and diverse adjunct teaching pools, while providing immediate access to diverse models of success for our current students.

While the program is currently associated with English courses, the College plans to expand the program into other disciplines with the goals of increasing the size and diversity of adjunct teaching pools, as well as eligible applicants for future full-time positions, as they occur. To accomplish these goals, the College intends to analyze longitudinal data for applicant pools, hiring, and faculty retention to identify equity gaps in hiring at Solano. Once identified, the College plans to expand the Teaching Apprentice program into areas or disciplines which would most benefit from intervention, because of a lack of applicants to hiring pools, or a lack of diversity in applicants and/or hiring, or both. The outcomes of the expansion of the TA program should include measurable changes to the diversity of applicants, hiring pools, and teaching faculty to the benefit of our students.

The College has also expanded the grow your own efforts to include ASL students who are in our program and looking to become professional interpreters. Students who have completed ASL 1 with an "A" or "B" grade are eligible to begin working as apprentice interpreters for the College. The paid assignments are varied and range from interpreting in the classroom on behalf of Deaf instructors to sign language interpretation at plays, musicals, meetings and other campus events. This work is separate from the field work students do as part of their ASL interpreting curriculum. We have a pay scale that differentiates between beginning, intermediate, and advanced interpreters, allowing relatively new students to accrue work experience. Though all of our current apprentice interpreters are students, it will be possible for graduates of the program to continue to pick up hours in this temporary classified assignment as they work toward their career goals.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT RENEWAL WITH DANNIS WOLIVER KELLEY  
 (DWK) FOR LEGAL SERVICES FOR FISCAL YEAR 2021-2022**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested to renew the agreement with DWK for legal services for the fiscal year 2021-2022. In light of the economic uncertainty DWK’s rates remain unchanged for the 2021-2022 fiscal year. However, some of the individuals working on Solano matters hourly rates may increase within the ranges stated.

For the 2021-2022 fiscal year, the rate ranges are \$265 to \$360 per hour for Shareholders and Of Counsel; \$245 to \$295 per hour for Special Counsel; \$130 to \$180 per hour for Paralegals and Law Clerks. The rate for Gregory Dannis will be \$425 per hour.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Robert V. Diamond  
 Vice President, Finance & Administration

**PRESENTER’S NAME**  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
 Superintendent-President

May 19, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



**CLARISSA R. CANADY**  
Attorney at Law  
ccanady@DWKesq.com

**San Francisco**

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April 28, 2021

**VIA EMAIL**

Dr. Celia Esposito-Noy  
Superintendent/President  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Re: 2021-22 Agreement for Professional Services

Dear Dr. Esposito-Noy:

In the more than four decades we have been providing legal advice and counseling services to California school and community college districts, we have never felt more honored to be your partner over this last year in achieving your mission – in the face of extraordinary challenges - to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise to adapt, pivot and adjust to whatever the impending “new normal” may be in order to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2021-2022. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. Individual attorney hourly rates, however, may be adjusted within the existing ranges.

We will continue to offer the Solano Community College District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

DANNIS WOLIVER KELLEY

Clarissa R. Canady

DWK SF 976640v1

**SAN FRANCISCO**  
268 Bush Street, #3234  
San Francisco, CA 94104  
TEL 415.543.4111  
FAX 415.543.4384

**LONG BEACH**  
444 W. Ocean Blvd.  
Suite 1070  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

**SAN DIEGO**  
750 B Street  
Suite 2600  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

**CHICO**  
2485 Notre Dame Blvd.  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

**SACRAMENTO**  
555 Capitol Mall  
Suite 645  
Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

**SAN LUIS OBISPO**  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

**BERKELEY**  
2087 Addison Street  
2nd Floor  
Berkeley, CA 94704  
TEL 510.345.6000  
FAX 510.345.6100

[www.DWKesq.com](http://www.DWKesq.com)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on April 28, 2021, by and between the Solano Community College District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

**COUNTERPARTS.** This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Dr. Celia Esposito-Noy  
Superintendent/President

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Clarissa R. Canady  
Attorney at Law

\_\_\_\_\_  
April 28, 2021  
Date

At its public meeting of \_\_\_\_\_, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **AGREEMENT WITH STRATA INFORMATION GROUP  
(SIG) FOR BANNER ® 9SSB CONSULTING SERVICES**

**REQUESTED ACTION:**

- Information**    **OR**     **Approval**  
 **Consent**        **OR**     **Non-Consent**

**SUMMARY:**

Board approval is requested to approve an agreement with Strata Information Group, a company that specializes in IT consulting for Higher Education. SCCD has requested a proposal to implement Banner ® 9 SSB module for HR/Payroll department.

This agreement is to commence on May 20, 2021. It is estimated that SIG will provide approximately 10 hours of meetings and up to 5 weeks of timesheet training at 10 hours per week. These services may change depending on the SCCD’s priorities, needs, and availability of staff, funding and other resources. Total contract amount is not to exceed \$21,450.

A copy of the agreement is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$21,450.
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

May 19, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**Strata Information Group, Inc.**  
**Statement of Work**  
**(SOLANO-SOW143-HRSSBIMPLEMENTATION)**  
**May 5, 2021**

**Solano Community College District**

**Banner® 9 SSB – Human Resources / Payroll  
Implementation**

Under the terms of this Statement of Work, Strata Information Group, Inc. (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

**Description of Work:**

SCCD has requested a proposal to implement Banner® 9 SSB module for HR/Payroll. Additional detail is listed on page 2. Agendas will be provided prior to each weekly engagement and session. These services will be provided remotely.

**Proposed Services:**

Tasks	Hours	# of Trips
<ul style="list-style-type: none"><li>Functional and technical consulting</li><li>Database Administration – installation and setup</li><li>Travel</li></ul>	120 10	0
<b>Total Weeks:</b>	<b>130</b>	<b>0</b>

**Summary of Estimated Costs:**

Labor:	Travel Expenses:	Total Cost:
\$21,450	\$0	\$21,450

**Notes:**

- Rate: \$165/hour for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours.
- The hours estimate includes project management, preparation time, remote labor, and the development of an engagement report(s).
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at \$1,800 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
  - Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between the labor and travel expense categories to accommodate this as long as the total cost is not exceeded.
  - SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$55 per full on-site day \$41.25 per partial day.
- Costs exclude all state taxes, if applicable.

For Solano Community College District:

For Strata Information Group, Inc.:

\_\_\_\_\_  
Robert Diamond Date  
Vice President, Finance and Administration

DocuSigned by:  
  
420EAC60C4C2492...

May-05-2021

\_\_\_\_\_  
Henry A. Eimstad Date  
President





## General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding, and other resources.

### **Detailed tasks:**

- Work with the functional teams in decision making for Banner® 9 SSB functionality
- Assist SCCD where possible with configuration setup
- Assist SCCD with Banner® setup for initial Web Time Entry Implementation
- Assist SCCD in functional consulting for creating training materials for employees and HR staff
- DBA support for installation, setup, technical configuration, and "go-live"

### **Timeframe:**

- Banner® 9 SSB
  - Approximately 10 hours (2 - 4 meetings each 2-hours long)
  - Timesheets: 10-hours per week for 3 - 5 weeks (based on complexity of phase one implementation approach)

### **Recommended (but not required):**

- On-site implementation – estimate 3 sessions (approximately 120 hours)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #14 TO  
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for Change Order #14 to the Contract with BHM Construction, Inc., the General Contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a Contract with BHM Construction, Inc. for the Fairfield LLRC Project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals  
 Basic skills education  
 Workforce development and training  
 Transfer-level education  
 Other: Provide complete functionality of new LLRC building

*Ed. Code: Board Policy: Estimated Fiscal Impact: \$100,367.00 State and Measure Q Funds*

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

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Vice President, Finance and Administration  
**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.  
Superintendent-President

May 19, 2021  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #14 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the process of construction, RFI (Request for Information) / Submittal review and project inspection, the following issues/changes were noted/required:

- Fire alarm fiber optic cable to meet code requirements
- Modification and additional mechanical curb flashing due to modified curbs
- Rolling grille electrical connection not detailed in drawings
- Re-work and additional framing for transfer duct penetrations
- Roof re-work and hydrant installation due to insufficient detail and unforeseen conditions
- Modification to elevator door support beam due to changes by elevator manufacturer
- Replace TV Studio curtain with code compliant fire-proof treated curtain
- Additional book theft system location cabling
- Sunscreen modification due to insufficient detail in drawings
- Modify roof mechanical unit 1-06 and associated roof ducting to allow for proper operation
- Roof drain and other plumbing adjustments due to unforeseen field conditions
- Re-work for missing detail in TV Studio AV rough-in
- Premium time for weekend substation #4 electrical work
- Mechanical system adjustments due to unforeseen field conditions
- Mechanical changes as a result of requirements by elevator manufacturer
- Steel beam reinforcing plate to meet DSA requirements
- Addition of intumescent paint (for fire protection) to elevator shaft to meet code and manufacturer requirements
- Additional duplex receptacles requested by owner

BHM Construction, Inc's Change Order Request includes all costs of both time and material of the aforementioned changes.

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$1,832,498.02	Previously Approved Change Orders (13)
\$100,367.00	Proposed Change Order #14
<u>\$32,211,965.02</u>	NEW Contract Amount, Including Change Order #14

The Board is asked to approve this Change Order #14 to BHM Construction, Inc., in the amount of \$100,367.00 resulting in a new contract amount of \$32,211,965.02

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>



**SOLANO SWINERTON**  
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

# Change Order

**Solano Community College District**  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Tel: 707-864-7189 Fax: 707-207-0423

Change Order # 14  
Project Number: 19-009  
Date: 19-May-21

DSA File No.: 48-C1  
DSA App. No.: 02-116761

Project: Solano Community College District  
**Library Learning Resource Center (LLRC) Project**  
Fairfield Campus

Construction Manager:  
Swinerton Management and Consulting  
260 Townsend Street  
San Francisco, CA 94107

To: BHM Construction, Inc.  
221 Gateway Road W, Ste. 405  
Napa, CA 94558

**The Contract is Changed as Follows:**

**PCO No.**

81.1	Fire Alarm fiber optic cable to meet code requirements	\$8,085.00
114	Modification and additional mechanical curb flashing due to modified curbs	\$2,756.00
122.1	Rolling grille electrical connection not detailed in drawings	\$10,133.00
125	Re-work and additional framing for transfer duct penetrations	\$8,502.00
126	Roof re-work and hydrant installation due to insufficient detail and unforeseen conditions	\$6,217.00
127	Modification to elevator door support beam due to changes by elevator manufacturer	\$696.00
129.2	Replace TV Studio curtain with code compliant fire-proof treated curtain	\$1,553.00
130.1	Additional book theft system location cabling	\$939.00
131	Sunscreen modification due to insufficient detail in drawings	\$11,321.00
133	Modify RTU 1-06 and associated roof ducting to allow for proper operation	\$29,416.00
135	Roof drain and other plumbing adjustments due to unforeseen field conditions	\$3,186.00
136	Mechanical system adjustments due to unforeseen field conditions	\$2,109.00
137	Re-work for missing detail in TV Studio AV rough-in	\$2,023.00
139	Premium time for weekend substation #4 electrical work	\$2,008.00
140	Mechanical changes as a result of requirements by elevator manufacturer	\$2,874.00
141	Steel beam reinforcing plate to meet DSA requirements	\$702.00
145	Addition of intumescent paint to elevator shaft to meet code and manufacturer requirements	\$6,927.00
147	Additional duplex receptacles requested by owner	\$920.00

**TOTAL COST OF CHANGE ORDER**

**Add** \$100,367.00

**Deduct** \$0.00

**FINAL CHANGE ORDER AMOUNT:**

**\$100,367.00**

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Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 1,832,498.02
Contract Sum Prior to This Change Order:	\$ 32,111,598.02
Original Contract Sum will be Increased by This Change Order:	\$100,367.00
The New Contract Sum Including This Change Order Will Be:	\$ 32,211,965.02
The New Contract Completion Date Will Be:	4/13/2022
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	8/27/2021

CM: \_\_\_\_\_  
Swinerton Management and Consulting  
260 Townsend St dreet  
San Francisco, CA 94107

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

ARCHITECT: \_\_\_\_\_  
Noll & Tam Architects  
729 Heinz Avenue #7  
Berkeley, CA 94710

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

CONTRACTOR: \_\_\_\_\_  
BHM Construction, Inc.  
221 Gateway Road W, Ste. 405  
Napa, CA 94588

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

OWNER: \_\_\_\_\_  
Lucky Lofton  
Executive Bonds Manager  
Solano Community College District

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



**APPRENTICESHIP PARTNER AGREEMENT  
BETWEEN  
SOLANO COMMUNITY COLLEGE  
AND  
AON SERVICE CORPORATION**

**I. INTRODUCTION**

This Apprenticeship Partner Agreement (this “Agreement”) is entered into between Aon Service Corporation, on behalf of itself and its affiliates (“Aon”), with an address of 200 E Randolph, Chicago, IL 60601 and Solano Community College (“Community College”), with an address of 4000 Suisun Valley Road, Fairfield, CA 94534, each referred to as a “Party” and collectively referred to herein as the “Parties.”

**II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The purpose of this Agreement is to formalize the partnering between Community College and Aon for the Aon apprenticeship program (the “Program”). Aon will coordinate program related activities for coaching and other similar assistance with the designated non-profit organization (“NPO”) and Community College to ensure complete integration and goal achievement (i.e. alignment of activities, communication and success criteria for apprentices, etc.). Apprentices in the Program will receive support in the form of personal, professional, academic, and financial support.

Solano Community College’s Business Program within the Division of Applied Technology & Business will be performing and receiving services hereunder.

Apprenticeship programs help build a talent pipeline of highly skilled and diverse professionals, while providing apprentices with advanced education and work experience. By removing some of the traditional barriers to entry-level employment, Aon can contribute to local workforce development and cultivate talent from across the metro area while improving retention rates in these entry-level roles.

Aon's two-year Apprenticeship Program serves as an alternate route into a permanent role that normally requires a specific degree or professional experience by providing motivated, high-potential individuals with the required training (on the job and in the classroom), professional skills development, mentorship and experiential learning to bridge the gap.

The scope of this agreement includes 10 new Aon Apprentices who will be onboarded in [August] 20[21] in addition to the new and returning Apprentices in year two.

**III. SCOPE OF SERVICES**

**A. RESPONSIBILITIES OF COMMUNITY COLLEGE**

Community College agrees to:

- i. Identify and/or develop courses that align with Aon’s curriculum map.

- ii. Support Aon’s recruitment efforts by allowing community college to be named as partner college on job posting, sharing marketing collateral with college community, and coordinating information sessions with our recruitment team.
- iii. Assist in aligning Community College academic goals with the apprenticeship role by reviewing and approving the Program plans in advance of the Program start.
- iv. Provide syllabus/syllabi for classes taken each semester so Aon and partner organization can level set expectations with apprentices.
- v. Confirm college readiness of individual applicants in a timely manner that have been selected as finalists before Aon extends offers.
- vi. Ensure all apprentices are scheduled for and enrolled in appropriate classes and appropriate credit/s is/are given where applicable.
- vii. Provide instructor training on how to manage and support cohorts, particularly in apprenticeships.
- viii. Participate in the Program kick-off orientation session in [August 2021] and Program closing events.
- ix. Provide soft skills/professional skills resources and supports that apprentices can utilize in addition to class time to ensure no overlap of Program curriculum content.
- x. Dedicate staff member/s to ensure successful Program management and delivery by coordinating communications with apprentices, Aon point of contact, and other partner organization(s). This should include the following:
  - 1. Initial one-on-one academic advising appointment with each new apprentice to develop an academic plan that aligns with the Program and the apprentice’s individual career goals.
  - 2. Assist apprentices in course selection following the Aon curriculum map.
  - 3. Discuss transfer options to four-year colleges/universities for apprentices with aspirations of obtaining an undergraduate degree.
  - 4. Participate in check-in meetings with Aon and NPO to discuss apprentice progress, current standing, issues and/or concerns bi-weekly, monthly, and/or as needed.
  - 5. Per each course with our students in attendance (or “Aon courses” if they aren’t taking them as 1 group), provide full course evaluation summaries with feedback for both the instructor, the course and the college.
  - 6. Proactively raise concerns with Aon and NPO to address any high risk or concerning apprentice situations, (i.e. academic, personal, and/or professional) by communicating with designated partners.
    - a. Provide timely data and feedback around apprentice academic performance (midterms & finals) to help ensure retention and satisfactory course completion.
      - i. Apprentices must maintain a grade of C or better.
      - ii. Apprentices are only allowed one failed course (Program Policy: final grades at or below a D are considered failing); a second will result in termination from the Program and employment with Aon.



- b. Aon to then schedule meeting with necessary parties as applicable (Aon, Manager, Track Champion, NPO Program Coordinator, Partner Schools)
- c. Complete Aon's established apprentice status report on a monthly and/or quarterly basis; as it applies to the Community College.
- d. Work with Aon on an intervention plan as necessary with applicable parties (Aon, Manager, NPO Program Coordinator, Partner Schools, Apprentice).

**B. RESPONSIBILITIES OF AON**

Aon agrees to:

- xi. Lead delivery of all Program activities including internal quality control processes and procedures.
- xii. Recruit, screen, and determine eligibility and suitability of all Program participants (i.e. apprentices)
- xiii. Confirm Program calendar and curriculum in conjunction with NPO & community college partners.
- xiv. Implement and manage all earn and learn activities in conjunction with NPO and community college partners.
- xv. Manage disbursements from Aon for tuition for approved classes apprentices are enrolled in, related enrollments fees, and expenses for books for apprentices, in accordance with the additional terms set forth in section [XX] below.
- xvi. Serve as primary liaison with Aon managers and external partners.
- xvii. Develop apprentice and manager guide, including performance management, in collaboration with partners.
- xviii. Oversee Program orientation with support from NPO and community college partners.
- xix. Schedule regular check-ins with managers and business unit city contacts.

**IV. RELATIONSHIP POINTS OF CONTACT**

The primary point of contact for routine administration of this Agreement is Dr. LaVonne Slaton, Division of Applied Technology & Business for Solano Community College and Francheska Feliciano, Director of Apprenticeship Program for Aon. Either Party may designate a substitute point of contact by providing written notice to the other Party of the change. Points of contact are distinct from the contact points for Legal Notices set forth hereinafter.

**V. DURATION OF THIS AGREEMENT**

This Agreement shall commence on [June 1, 2021] and end on [August 31, 2023], unless earlier terminated as provided in Section VII below. [The Parties may extend the term of this Agreement by exercising a maximum of [four ([4]) one-year option periods]. Community College shall

provide written notice of its intent to renew an option period prior to the expiration of the Agreement.

**VI. AMENDMENTS AND MODIFICATIONS**

This Agreement may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications should be dated and signed by the authorized representatives of the Parties.

**VII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

The Parties recognize that the student educational records are protected by the Family Educational Rights and Privacy Act (“FERPA”). FERPA permits disclosure of student “educational records” to “school officials” that have a “legitimate educational interest” in the information. In accordance with FERPA, the College/University can designate other entities, including vendors and consultants, as “other school officials.” For purpose of this Agreement only, Aon is determined to fall within the category of and shall be a “school official.” Neither Party, their agents, nor their assignees shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for original disclosure. Further, Aon, should Aon disclose student educational records, is obligated to maintain a list of entities, agencies, or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for each disclosure.

Any disclosures made shall comply with Community College definition of “legitimate educational interest.” The Parties agree and warrant that they shall use student educational records solely to accomplish their obligations hereunder and under the Program and solely in a manner and for purposes consistent with the terms and conditions of this Agreement, the Program and Community College policies and procedures. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

The Parties agree to comply with all Federal and State statutes that prohibit discrimination. The Parties certify that all persons employed by and students served by the Parties shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation, or beliefs.

**VIII. INDEMNITY; INSURANCE**

Each Party (the “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its clients, affiliates, successors and assigns and each of their respective officers, directors, employees, agents and servants (collectively, the “Indemnitees”) from and against all damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys’ fees arising from or

relating to any third-party claim or allegation (collectively "Claims") relating to: (a) the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's subcontractors, employees, or representatives; (b) the breach of any term, covenant, or obligation contained in this Agreement by the Indemnitor, its subcontractors, employees or representatives; (c) bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of the Indemnitor, its subcontractors, employees or representatives, and (d) the non-payment or late payment of taxes or other charges for which the Indemnitor is responsible or failed to pay in a timely manner.

The Parties shall maintain insurance coverage, at such Party's own expense, that is customary and adequate to address such Party's risks and responsibilities hereunder. Each Party shall furnish a certificate of insurance evidencing such insurance coverage upon request of the other Party.

## **IX. TERMINATION**

Either Party may terminate this Agreement for such Party's convenience in whole or in part by giving 90 calendar days advance written notice to the other Party; provided however, any student enrollment in classes which is then in effect shall continue with respect to that apprentice until such classes are complete.

Either party may terminate this Agreement upon 5 days' prior written notice in the event of a breach of this Agreement.

In the event a Party (i) becomes insolvent or is believed to be unable to perform hereunder, (ii) breaches or defaults hereunder and such breach or default is not able to be cured, or (iii) in the event such Party does not cure a material breach or default hereunder which is capable of cure, the non-defaulting Party shall have the right to terminate this Agreement upon 1 business days prior written notice.

## **X. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party that:

Such Party is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted, is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals, consents and any other communications in each jurisdiction as required to enable Supplier to perform its obligations under this Agreement.

The execution, delivery and performance of this Agreement by such Party and the performance by such Party of the transactions contemplated in this Agreement have been duly and validly authorized by all necessary action, corporate or otherwise, on its part, and this Agreement constitutes the valid, legal and binding obligation of such Party;

Such Party is not and will not be subject to any agreement or other constraint that does, would, or with the passage of time would, prohibit or restrict such Party's right or ability to enter into, or carry out, its obligations hereunder;

Each Party has the qualifications and the ability to perform hereunder in a professional manner without the advice, control, or supervision of the other Party.

Each Party possesses all the Intellectual Property Rights necessary for such Party's performance hereunder and such Party's performance or creation of any materials hereunder do or shall infringe any Intellectual Property Rights or other proprietary rights of any third party or misappropriate any trade secret of any third party;

Each Party's performance hereunder does not and shall not violate any applicable law, rule or regulation;

Each Party shall at a minimum maintain reasonable and customary security measures (i.e., physically, electronically, or otherwise) to protect Confidential Information in its possession from disclosure or breach;

#### **XI. BACKGROUND CHECKS**

Each Party shall perform customary background checks of its employees, independent contractors and other personnel performing hereunder in accordance with applicable law.

#### **XII. NO PUBLICITY**

A party shall not use the other Party's name or trademark in any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement without the other Party's written consent.

#### **XIII. LEGAL NOTICES**

The following individuals are the contact points for each Party:

*For the Company:*

Francheska Feliciano  
Director, Apprenticeship Program  
Aon Service Corporation  
200 E Randolph St., Chicago, IL 60601  
[francheska.feliciano@aon.com](mailto:francheska.feliciano@aon.com)

With a copy to:

Aon Service Corporation  
200 E Randolph  
Chicago, IL 60601  
Attention: Chief Corporate Counsel

*For College:*

Lisa Neeley  
Dean, Applied Technology & Business  
Solano Community College  
4000 Suisun Valley Road, Fairfield, CA 94534  
[lisa.neeley@solano.edu](mailto:lisa.neeley@solano.edu)

With a copy to:

Dr. David Williams  
Vice President, Academic Affairs  
Solano Community College  
4000 Suisun Valley Road, Fairfield, CA 94534  
[david.williams@solano.edu](mailto:david.williams@solano.edu)

#### **XIV. CONFIDENTIAL INFORMATION**

The Parties may disclose (“Discloser”) certain Confidential Information (defined below) which may include personal data to the other (the “Recipient”).

“Confidential Information” means all written or verbal information provided by Discloser to Recipient concerning Discloser or its business, products or services that is not generally known to the public or that a reasonable person would consider confidential from the nature of the information and circumstances of disclosure, including, without limitation, (a) information relating to Discloser’s business affairs, customers, vendors, trade secrets, prices, products, services, accounting, marketing, finances, business systems and computer programs, (b) information that constitutes personal data, and (c) any other information designated as confidential by Discloser at the time of disclosure. Except where expressly provided to the contrary, the meaning of the words “Confidential Information” shall be taken to include personal data or sensitive personal data as defined under DP Laws (defined below).

“DP Laws” means applicable data protection laws relating to the processing of personal data of individuals including: (a) EU Data Protection Directive 95/46/EC (“DP Directive”) as implemented by EU member states; (b) the General Data Protection Regulation (EU) 2016/679 (“GDPR”) from 25 May 2018; (c) laws implemented by EU member states which contain exemptions to the GDPR or supplement the GDPR; (d) Directive 2002/58/EC (“ePrivacy Directive”) as implemented by EU member states or in the UK (as applicable); (e) any legislation that replaces the GDPR, ePrivacy Directive, or any other law relating to data protection or the processing of personal data and privacy; and (e) any equivalent national laws or regulations including any amendment, update, modification or re-enactment of these laws.

The terms “controller”, “processor”, “data subject”, “personal data”, “processing” and “special categories of personal data” shall all have the meanings given to those terms in the DP Directive or GDPR as applicable (and related terms such as “process” shall have corresponding meanings).

Exclusions. Confidential Information does not include information which was known to Recipient before disclosure by Discloser; or which is or becomes information within the public domain (through no fault of Recipient); or which is independently developed by Recipient without any use of or reference to the Confidential Information of Discloser; or which is rightfully received by Recipient from third parties not subject to an obligation of confidence to Discloser; or the release of which is approved by Discloser in writing.

Further Disclosure. If Recipient or any of its representatives are required or requested (by legal process, civil investigative demand, or similar process) to disclose any Confidential Information, Recipient will promptly notify Discloser so that Discloser may seek an appropriate protective order or waive compliance with this Agreement. If a protective order or other remedy is not obtained by the date that Recipient must comply with the request, or if Discloser waives compliance with the provisions of this Agreement, Recipient agrees to furnish only that portion of the Confidential Information and other information which is legally required in the reasonable opinion of its counsel (and agreed to by Discloser's counsel), and to exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information which is being furnished or disclosed.

Internal Purpose. Recipient agrees that any Confidential Information disclosed to it will be used solely for its internal purpose and will not disclose any portion of the Confidential Information to any person, other than to employees, officers, directors, contractors, and agents who are bound in writing in confidence with Recipient on terms and conditions no less restrictive than the terms and conditions of this Agreement and on a need to know basis. Each party undertakes to protect from public disclosure all Confidential Information of the other party in its possession. Recipient shall keep this Confidential Information secure using means substantially similar to those used to protect its own Confidential Information, but the means must be no less than reasonable. Recipient shall not disclose to any third party any Confidential Information, not permit any third party to have access to the Confidential Information, and not use the Confidential Information for any purpose that will breach confidentiality or violate ownership rights without the prior written consent of Discloser, except as specified above. Any approved disclosure to a third party must only be made if it agrees to treat the information as confidential and proprietary.

Ownership. All Confidential Information in whatever form (including, without limitation, documents, drawings, sketches, copies, notes, analyses, plans, drafts, schematics, and designs) remains the property of Discloser. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except for the right to use the information in accordance with this Agreement.

Return of Confidential Information. Upon conclusion of business, Recipient shall (a) immediately deliver to Discloser or destroy all the materials and things embodying any of the Confidential Information, (b) not retain any copies or reproductions, other than those retained in the ordinary course of Recipient's computer systems backup, and (c) not dispose of any of the materials and things or copies or reproductions of them to any third party.

## **XV. DATA PRIVACY**

Each party shall comply with all data privacy laws, including all laws concerning data protection, and security laws applicable to Aon and Community College with respect to activities hereunder and certifies that it has implemented and currently maintains an effective information security program that includes appropriate technical, organizational, administrative, physical and other safeguards designed to (a) ensure the security and confidentiality of Confidential Information; (b) protect against any threats or hazards to the security or integrity of Confidential Information, (c) prevent unauthorized destruction, modification, disclosure or use of Confidential Information, and (d) prevent accidental loss of or damage to Confidential Information.

The Parties agree that access to or process Personal Information of Aon or an Aon client during the performance of this Agreement shall not be provided unless required necessary for performance hereunder. The Parties shall reasonably cooperate to cause any subcontractors and/or affiliates to execute and implement all other mutually-agreed documentation and agreements to safeguard and protect Personal Information in accordance with all data privacy laws, including all laws concerning data protection, and security laws applicable to Aon and Supplier.

Community College shall only use or process Personal Information supplied by or on behalf of Aon in connection with Community College performance hereunder: (a) solely on behalf of Aon, and (b) for Aon's purposes.

Community College shall notify Aon immediately, but in no event more than twenty-four (24) hours after learning that unauthorized exposure to, disclosure of, or breach in the security of Confidential Information may have occurred or is reasonably suspected (a "Security Incident"). In addition, Community College shall, at Community College own cost and expense, promptly provide detailed information about the Security Incident to Aon, cooperate fully in Aon's investigation of and response to such Security Incident, and take steps acceptable to Aon in Aon's reasonable discretion to prevent a recurrence of any such Security Incident. Community College agrees that in the event of a Security Incident, Aon shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in Aon's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at Community College sole cost and expense.

## **XVI. NO ASSIGNMENT OR SUBCONTRACT**

Neither Party shall assign, transfer, or subcontract this Agreement or all or any portion of the Services or delegate any of its duties hereunder without the other Party's express, prior written consent; provided, Aon may assign this Agreement to an affiliate. Any assignment in contravention of this provision shall be null and void. This Agreement will be binding on all permitted assignees and successors in interest.

**XVII. MISCELLANEOUS**

By executing this Agreement, each Party represents to the other Party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Parties except as specifically stated herein. This Agreement is made for the benefit of the Parties hereto and not for the benefit of any third party.

The terms of this Agreement which contemplate performance after termination will survive termination, including the following Sections regarding Termination, this section on survival, Representations and Warranties, Indemnification, Confidential Information and Data Privacy.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Signatures may be transmitted by PDF and will be deemed original.

This Agreement contains the entire agreement of the parties regarding the subject matter described herein. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both parties.

**XVIII. FISCAL ARRANGEMENT**

[Specify payment terms, payment method, tuition amounts, if purchase order or invoice are required, etc.]

Fees are subject to change on an annual basis; some fees may be waived pending circumstances. Current fees are:

Tuition:	\$46/unit
Student Representation Fee:	\$2/term
Health Center Fee:	\$17 fall/spring
Student Center Fee:	\$1/unit
Student Transportation Fee:	\$1/unit, up to \$10

Aon and College (through its Educational Foundation) will work together on a fee payment method.



**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**AON SERVICE CORPORATION:**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**SOLANO COMMUNITY COLLEGE:**

\_\_\_\_\_  
Dr. David Williams  
Vice President, Academic Affairs

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT BARGAINING PROPOSAL TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations. As required by the CSEA contract this are our annual re-openers.

This item presents the District's proposal to the California School Employees Association, Chapter #211 for the purpose of public notice ("sun shining") to work with the California School Employees Association, Chapter #211 on the following interest:

Article VIII Hours and Overtime; Article IX Pay and Allowances; Article XXI Health and Welfare Benefits; and Article XXII Holidays.

This is an information item. Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the June 2, 2021 Governing Board meeting.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.  
Superintendent-President

May 19, 2021

**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CCFS-311Q FINANCIAL REPORT, 3rd QUARTER,  
FY 2020-2021**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
 **Consent**        **OR**         **Non-Consent**

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the third quarter of FY 2020-2021 is attached for the Board’s review and information.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

**VICE PRESIDENT APPROVAL**

May 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.  
Superintendent-President

May 19, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

CHANGE THE PERIOD ▾

Fiscal Year: 2020-2021

Quarter Ended: (Q3) Mar 31, 2021

District: (280) SOLANO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2017-18	Actual 2018-19	Actual 2019-20	Projected 2020-2021
<b>I.</b>	<b>Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>				
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	43,050,997	52,690,954	54,010,332	52,125,037
A.2	Other Financing Sources (Object 8900)	418	0	0	0
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	43,051,415	52,690,954	54,010,332	52,125,037
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,824,322	52,857,086	53,526,875	52,027,087
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	37,661	2,502	0
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	51,824,322	52,894,747	53,529,377	52,027,087
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-8,772,907	-203,793	480,955	97,950
D.	<b>Fund Balance, Beginning</b>	13,082,280	15,233,671	16,011,358	9,448,171
D.1	Prior Year Adjustments + (-)	0	981,480	613,416	9,463,057
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	13,082,280	16,215,151	16,624,774	18,911,228
E.	<b>Fund Balance, Ending (C. + D.2)</b>	4,309,373	16,011,358	17,105,729	19,009,178
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	8.3%	30.3%	32%	36.5%

II. Annualized Attendance FTES: This data is being captured in CCFS-320 and is no longer required here.

G.1	Annualized FTES (excluding apprentice and non-resident)				
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2017-18	2018-19	2019-20	2020-2021
H.1	Cash, excluding borrowed funds		14,728,669	18,083,567	14,545,054
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1+ H.2)</b>	9,112,608	14,728,669	18,083,567	14,545,054

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)	52,125,037	52,125,037	36,254,445	69.6%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	52,125,037	52,125,037	36,254,445	69.6%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	52,027,087	52,027,087	37,622,021	72.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	0	
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	52,027,087	52,027,087	37,622,021	72.3%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	97,950	97,950	-1,367,576	
L	Adjusted Fund Balance, Beginning	18,911,228	18,911,228	10,107,955	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	19,009,178	19,009,178	8,740,379	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	36.5%	36.5%		

V. Has the district settled any employee contracts during this quarter?

NO

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.) \_\_\_\_\_

**VII. Does the district have significant fiscal problems that must be addressed?** **This year? NO**  
**Next year? NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.) \_\_\_\_\_