6.(a)

March 31, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION:

APPROVAL

EMPLOYMENT 2009-10

Regular Assignment

NameAssignmentEffectiveTina AbbateScheduling Specialist, CSEA4/1/10

Brenda Alexander Categorically Funded 4/12/10 – 6/12/11

Administrative Assistant III, Green Energy (Depending on grant availability)

Program Grant 4 hours per day/20 hours week (Returning from 39-month re-employment list)

Change in Assignment

Name
Assignment

Cona Smith
From Student Services Assistant II,
Financial Aid, Range 11
To Financial Aid Systems Analyst,
Range 15

This change in position is the result of a reorganization/re-engineering plan of the Financial Aid Department.

Trudy Largent, J.D.

Interim Director of Human Resources

JOWEL C. LAGUERRE, Ph.D.

Superintendent/President

March 24, 2010March 24, 2010Date SubmittedDate Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Special Meeting March 31, 2010 Page 2

Short-term/Temporary/Substitute

<u>Name</u>	Assignment	<u>Dates</u>	Hour	ly Rate
Connie Adams	Administrative Assistant I, Superintendent/President's Office	2/24/10 and 3/10/10	\$	15.26
Keith Dilbeck	Speech Instructor (emergency hire to replace Janene Whitesell 20% release)	3/23/10 - 5/26/10	\$	53.85

AGENDA ITEM 8.(a) MEETING DATE March 31, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD AGENDA ITEM			
TO:	Members of the Gover	ning Board	
SUBJECT:	SECOND READING OF ACADEMIC CALENDAR FOR 2010-2011		
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
Board for information on Ma Advisory Committee and	arch 3, 2010, and has been a received the endo ners Association/National	y of which is attached, was presented to the in recommended by the Academic Calendar resement of the Community College Education Association (CCA/CTA/NEA) ining agreement.	
Approval of the academic cal	endar for 2010-2011 is re-	quested at this time.	
SUPERINTENDENT'S R	ECOMMENDATION:	APPROVAL □ DISAPPROVAL	
		NOT REQUIRED TABLE	
Lisa J. Waits, E. Vice President, Studer PRESENTER'S N 4000 Suisun Valle	nt Services NAME y Road	Jelen D	
Fairfield, CA 94 ADDRESS		IOWEL C. LACHEDDE DE D	
(707) 864-710 TELEPHONE NU)2	JOWEL C. LAGUERRE, Ph.D. Superintendent/President	
Student Service	200	March 24, 2010	
ORGANIZATI		DATE APPROVED BY	

March 24, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT SUPERINTENDENT/PRESIDENT

Solano Community College 2010-2011 Academic Calendar-Governing Board Presentation **DRAFT**

MONDAY	TUESDAY	WEDNESDAY		FRIDAY			
24-May	25		27 BEGIN SUMMER	26			
31 Mem Day		2				6	
	8						
14 BEG 6/8 WK	15						
21					26	27	
28				2	3	3 4	
5 Hot (Observ)	6	7	8	9	10	11	
12		14	15	16	17	18	
19			22	23	24	25	
26 END 6 WEEK	27	28	29	30	31	1-Aug	
2	3	4	5	6	7	8	
9 8 WEEK END & END SUMMER	10	11	12 REQ FLEX	13 REQ FLEX	14	15	
16 BEGIN FALL	17	18	19	20	21 Beg Sat Classes	22 Beg Sun	
23	24	25	26	27	28	29	
30	31	1-Sep	2	3	4 No Sat Classes	5 No Sun Classes	
6 Labor Day	7				11	12	
13				17	18	19	***************************************
20		22	23	24	25	26	
27	28	29	30	1-Oct	2	3	W 700
4		6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	- mus -
1-Nov	2	3	. 4	5	6	7	
8	9	10	14 Veteran's Day	12	13	14	
15	16	17	18	19	20	21	
22 OPT FLEX	23 OPT FLEX	24 SCFA HOLIDAY	25 Thanksgiving	26 Holiday	27 Holiday	28 Holiday	
29		1-Dec	2	3	4	5	
6	7	8	9	10	11	40	
'				10	11	12	
13 D/E Finals	14 D/E FINALS	15 D/E FINALS	16 D/E FINALS		18 SAT FINALS	19 SUN FINALS/END	
13 D/E Finals	14 D/E FINALS 21	15 D/E FINALS		17 D/E FINALS			
			23	17 D/E FINALS 24 (Observed)	18 SAT FINALS	19 SUN FINALS/END FALL	
20	21	22	23	17 D/E FINALS	18 SAT FINALS 25 Chinstrias	19 SUN FINALS/END FALL 26	
20	21 28 4	22 29 5	23 30 6	17 D/E FINALS 24 (Observed)	18 SAT FINALS 25 Cliristmas 1-Jan-11	19 SUN FINALS/END FALL 26	
20 27 3 10	21 28 4 11	22 29 5	23 30 6 13 REQ FLEX	17 D/E FINALS 24 (Observed) : 31 (Observed) : 7 14 OPT FLEX	18 SAT FINALS 25 Clinstrias 1 – Jan – 11 8	19 SUN FINALS/END FALL 26 2 9	
20 27 3	21 28 4 11	22 29 5 12 REQ FLEX	23 30 6	17 D/E FINALS 24 (Observed) 7 31 (Observed) 7 14 OPT FLEX 21	18 SAT FINALS 25 Chirstmas: 1-Jon-11 8 15 22 BEG SAT CLASSES	19 SUN FINALS/END FALL 26 2 9 16 23 BEG SUN CLASSES	
20 27 3 10 17 MEK (H6)	21 28 4 11 18 Opt Flex	22 29 5 12 REQ FLEX 19 BEGIN SPRING	23 30 6 13 REQ FLEX 20	17 D/E FINALS 24 (Observed) : 31 (Observed) : 7 14 OPT FLEX	18 SAT FINALS 25 Chirstmas 1-Jon-11 8 15 22 BEG SAT CLASSES	19 SUN FINALS/END FALL 26 2 9 16 23 BEG SUN CLASSES	
20 27 3 10 17, MEK Hos.	21 28 4 11 18 Opt Flex	22 29 5 12 REQ FLEX 19 BEGIN SPRING 26	23 30 6 13 REQ FLEX 20	17 D/E FINALS 24 (Observed):	18 SAT FINALS 25 Christmas 1-Jan-11 8 15 22 BEG SAT CLASSES 29	19 SUN FINALS/END FALL 26 2 9 16 23 BEG SUN CLASSES 30	
20 27 3 10 17, MEK Hol. 24	21 28 4 11 18 Opt Flex 25 1-Feb	22 29 5 12 REQ FLEX 19 BEGIN SPRING 26	23 30 6 13 REQ FLEX 20 27	17 D/E FINALS 24 (Observed)	18 SAT FINALS 25 Chinstrias 1 – Jan – 11 8 15 22 BEG SAT CLASSES 29 5	19 SUN FINALS/END FALL 26 2 9 16 23 BEG SUN CLASSES 30 6 13	
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Solano Community College 2010-2011 Academic Calendar-Governing Board Presentation DRAFT

				- I		1	
FALL 2010				SPRING 2011			
Flex Days		4		Flex Days		6	
Instructional Days (Inc Does not include flex)	ludes Finals;	83		Instructional Days Does not include	s (Includes Finals; flex)	82	
Instructional Days NO flex or finals	T including	78		Instructional Days flex or finals	s NOT including	77	
Total Days (Includes fi flex)	inals and	87		Total Days (Includ	des finals and	88	
Day Finals		5		Day Finals		5	
Evening Finals		5		Evening Finals		5	
Sat/Sun Finals		2		Sat/Sun Finals		2	
		******		Graduation		5/25/2011	
Number of Night Cla	ss Meetings (Not including fina	als)	Number of Night Class Meetings (Not including finals)			als)
Mondays	15			Mondays	15		
Tuesdays	16			Tuesdays	16		
Wednesdays	16			Wednesdays	16		
Thursdays	15			Thursdays	15		
Fridays	16			Fridays	15		
Number of Sat/Sun C	Class Meeting	s (Not including t	finals)	Number of Sat/S	Sun Class Meeting	gs (Not including	finals)
Saturdays	15			Saturdays	15		
Sundays	15	- 10		Sundays	15		

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

G	OVERNING DUARD A	GENDATIEM
TO:	Members of the Govern	ning Board
SUBJECT:	SUNGARD HIGHER F	EDUCATION CONTRACTS
REQUESTED ACTION:	APPROVAL	
provide services to the Distr	ict to assist us with being	Higher Education presented a proposal to g able to fully implement the products we latest version of the Banner product.
contracts. The contracts have of the Governing Board for	e been reviewed by Distric providing staff with the with our implementation a	ves have worked out the details of the ct counsel. The District is seeking support are resources needed to fully address all and to assist in getting to the point where stem.
The total cost for two years software for two years is \$8 \$11,717. This is an allowable	0,769. The cost for new	seed \$1,036,570. The total cost for new software maintenance for the first year is Measure G Bond funds.
Solution Service Agreem	ent) are available for Office of the Interim Ch) and Attachment #2 (Encompass Web for review in the Office of the nief Information Systems Officers, on the at of the meeting.
SUPERINTENDENT'S RE	COMMENDATION:	 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
James Ennis Interim Chief Information S PRESENTER'S N		
4000 Suisun Valley Fairfield, CA 9453		All .
ADDRESS	•	JOWED C. LAGUERRE, Ph.D.
(707) 864-710	4	Superintendent/President
TELEPHONE NU		
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Information Syst		March 24, 2010
ORGANIZATI	UN	DATE APPROVED BY

March 24, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT SUPERINTENDENT/PRESIDENT

SUNGARD HIGHER EDUCATION

Products and Services Proposed for Solano Community College

March 31, 2010

- Fixed Price Services Agreement to include:
 - Application Management Services providing management of critical enterprise systems with sustained reliability and availability to all users
 - Day-to-day management of all Banner & related systems through May 7, 2011
 - Reliable Systems Maintenance & Monitoring
 - Backup and recovery
 - Systems performance tuning
 - Critical system/service/log monitoring
 - Secure Operating System & Database Administration
 - TEAM of expert resources
 - Team members are application specialists with 500+ person years of experience in technology
 - No single human point of failure
 - Emergency Support Services Contact Number Proactive Application Monitoring
 - 24x7x365 monitoring of all application components
 - Problem issue notification to all services teams
 - System and Technical Training to complete the Banner implementation and upgrade to Banner 8
 - Staff experienced with the unique requirements of the California Community Colleges
 - Proven success with 37 other California Community Colleges
 - Implementation of new Advancement solution for fundraising by the Foundation.
 - Implementation of additional features of the Banner suite, including new features for the Faculty, Students and Staff
 - Knowledge transfer to the Solano CC functional and technical leadership which will ensure SCC's staff self sufficient to support maximization of SCC's investment
 - Total one year and one month Services cost: \$1,036,570
- New Software
 - Banner Advancement and Document imaging modules
 - iModules for online giving
 - o Total two year Software cost: \$80,769
- New Software Maintenance (annual) 1st Year: \$11,717

SUNGARD HIGHER EDUCATION INC.

("SunGard Higher Education")

and

SOLANO COMMUNITY COLLEGE DISTRICT

("Licensee")

Original Software License & Services Agreement dated May 8, 2006, as thereafter amended (the "Agreement").

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. <u>Defined Terms.</u> Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment. Further, for purposes of this Amendment, and with regard to each other Amendment entered into subsequently by the parties: the term "Execution Date" means the latest date shown on the signature page of the Amendment in question; and in addition, and notwithstanding any other meaning that may have been ascribed to this term in the Agreement, the term "Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address, or a location, computer or electronic repository at such Delivery Address.

2. <u>Amendment to and Modification of Agreement.</u>

- (a) <u>License Grant</u>. SunGard Higher Education grants Licensee the right to use the additional Licensed Software identified on Exhibit 1 attached to this Amendment for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.
- (b) Payment Terms. Whenever any payment is not made within 45 days of the date in which Licensee receives an undisputed invoice, Licensee shall pay within 30 days a late charge equal to 1 (one) percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent, except that, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by Licensee, as provided for in California Government Code § 927.6(b). Licensee may dispute an invoice submitted by Company for reasonable cause if Licensee notifies Company within 15 working days from receipt of the invoice, or delivery of the property or services, whichever is later. No invoice shall be disputed on the basis of minor or technical defects. Licensee shall reimburse Company upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Licensee, and such costs shall likewise accrue interest from the date first due.
- 3. <u>Integration Provision</u>. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

SunGard Higher Education	Licensee
BY:	BY:
PRINT NAME:	PRINT NAME:
PRINT TITLE:	PRINT TITLE:
DATE SIGNED:	DATE SIGNED:

Page 1 of 3

PAGE 8

Licensee:

Solano Community College District

Delivery Address:

4000 Suisun Valley Road, Bldg. 600, Rm. 629, Fairfield, CA 94534

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Higher Education supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that SunGard Higher Education can confirm that it is a configuration on which SunGard Higher Education supports use of the Licensed Software. SunGard Higher Education will then advise Licensee whether SunGard Higher Education supports or does not support use of the Licensed Software on the proposed configuration. If SunGard Higher Education does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until SunGard Higher Education does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain SunGard Higher Education-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Higher Education is advising Licensee that Licensee should consult with its SunGard Higher Education Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

TABLE 1 - LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Software Supplement	Fee
Banner Advancement (includes Advancement Self-Service)	Yes	None	Included
ApplicationXtender Test Bundle (one (1) server license) ¹	No	EMC Software Supplement	Included
ApplicationXtender API Web Services (one (1) server license) ²	No	EMC Software Supplement	Included
TOTAL LICENSE FEE:	· · · · · · · · · · · · · · · · · · ·		\$48,022

Notes to Table 1:

<u>PAYMENT</u>: For the Component Systems indicated above, the "TOTAL LICENSE FEE" shall be due on the Execution Date.

<u>DELIVERY</u>: BASELINE COMPONENT SYSTEM ELECTRONIC AVAILABILITY TO CONSTITUTE "DELIVERY": SunGard Higher Education will make the Baseline Component Systems listed in Table 1 of this Exhibit 1 available to Licensee for electronic download to the Delivery Address (the parties acknowledging that SunGard Higher Education will have discharged its obligation of delivery for a Baseline Component System when SunGard Higher Education has so made the Baseline Component System available for electronic download to the Delivery Address) within thirty (30) days after the Execution Date.

Number of Software Supplements Attached: 1

The ApplicationXtender Test Bundle is intended for non-production, internal testing and backup purposes only. The ApplicationXtender Test Bundle includes 25 concurrent users (ccu) - ApplicationXtender Desktop Access and Web Access (total), 5 ccu - ApplicationXtender Image Capture, 1 OCR Server, 1 ProIndex Full Text Server, 1 Verity K2 Full Text Server, and 5 ccu Full Text Client licenses, 1 Captiva QuickScan Pro for ApplicationXtender station, 1 server DiskXtender for Windows File System Manager, 1 server ApplicationXtender API Services, and 1 server ApplicationXtender Media Distribution. The ApplicationXtender Test Bundle may only be licensed to sites already licensing ApplicationXtender Desktop Access or Web Access components for production use from SunGard Higher Education. Usage of components within the ApplicationXtender Test Bundle is limited to those components licensed for production use from SunGard Higher Education.

ApplicationXtender API Web Services is a server-licensed software component that allows SOAP XML-based integration to the ApplicationXtender document repository.

- 1. <u>Additional Definitions</u>. "EMC Component Systems" means the software provided to SunGard Higher Education by EMC Corporation ("EMC") which is identified in Exhibit 1 as ApplicationXtender Test Bundle and the ApplicationXtender API Web Services.
- 2. Ownership. EMC owns the EMC Component Systems.
- 3. <u>Restrictions on Use of EMC Component Systems</u>. Licensee's use of the EMC Component Systems is subject to the following additional terms and conditions:
 - (a) Licensee has the right to use the EMC Component Systems only in Object Code form;
- (b) Licensee acknowledges that the EMC Component Systems are proprietary to EMC and are supplied by SunGard Higher Education under license from EMC. Title to the EMC Component Systems shall at all times remain vested in EMC or its designated successor. Except for the right of use that is expressly provided to Licensee under the Agreement, no right, title or interest in or to the EMC Component Systems is granted to Licensee;
- (c) Licensee agrees that EMC makes no representations or warranties whatsoever to Licensee; and that EMC shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the EMC Component Systems or related materials;
- (d) Licensee acknowledges and understands that the EMC Component Systems may only be used by the number and type of users for which the license has been granted, as otherwise specified in Exhibit 1; and
- (e) Licensee acknowledges and agrees that EMC is a third party beneficiary of this Amendment with regard to the EMC Component Systems.

AMENDMENT TO MAINTENANCE AGREEMENT

SUNGARD HIGHER EDUCATION INC.

("SunGard Higher Education")

and

SOLANO COMMUNITY COLLEGE DISTRICT

("Licensee")

Original Maintenance Agreement dated May 8, 2006, as may thereafter have been amended (the "Maintenance Agreement").

This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Amendment. SunGard Higher Education's obligations hereunder shall commence on April 1, 2010.

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

- 1. <u>Defined Terms.</u> Unless specifically defined herein, all terms defined in the Maintenance Agreement shall have the same meaning when used in this Maintenance Amendment.
- 2. Amendment to and Modification of Maintenance Agreement.
- (a) SunGard Higher Education agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1 (the "Maintenance Exhibit"), attached to this Maintenance Amendment on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the Maintenance Exhibit. Any amounts indicated on the Maintenance Exhibit are in addition to all other amounts payable under the Maintenance Agreement.
- (b) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.
- 3. Payment Terms. Whenever any payment is not made within 45 days of the date in which Licensee receives an undisputed invoice, Licensee shall pay within 30 days a late charge equal to 1 (one) percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent, except that, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by Licensee, as provided for in California Government Code § 927.6(b). Licensee may dispute an invoice submitted by Company for reasonable cause if Licensee notifies Company within 15 working days from receipt of the invoice, or delivery of the property or services, whichever is later. No invoice shall be disputed on the basis of minor or technical defects. Licensee shall reimburse Company upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Licensee, and such costs shall likewise accrue interest from the date first due.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

4. <u>Integration Provision</u>. Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement shall remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

SunGard Higher Education	Licensee
BY:	BY:
PRINT NAME:	
PRINT TITLE:	PRINT TITLE:
DATE SIGNED:	DATE SIGNED:

Licensee:

Solano Community College District

PARTIAL YEAR PAYMENT/DUE DATE: \$897 due on the Execution Date for the period April 1, 2010 through April 30, 2010.

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: May 1, 2010

OPTIONAL TERMINATION DATES: April 30, 2011, and each April 30th thereafter through 2016²

Component Systems	Contract Year Begins/Ends	Expiration Date ²	Maintenance Standards	Initial Payment Amount
Banner Advancement (includes Advancement Self-Service)	May 1/April 30	April 30, 2016	Silver	Included
ApplicationXtender Test Bundle (one (1) server license)	May 1/April 30	April 30, 2016 ¹	Bronze	Included
ApplicationXtender API Web Services (one (1) server license)	May 1/April 30	April 30, 2016 ¹	Bronze	Included
TOTAL:				\$10,820

For the Baseline Component Systems set forth in the Maintenance Table, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 6% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

¹ Indicates that the Component System is owned by a third party.

² Notwithstanding any other term or condition of the Maintenance Agreement, including any term or condition of this Maintenance Amendment, the term during which Improvements will be provided will only extend through April 30, 2016 to the extent that such a term extension is permissible under California law. To the extent that such term cannot extend through April 30, 2016 because of contract term limits imposed under California law ("Term Limit Termination"), such term will only extend through the period legally permissible under California law. Accordingly, Licensee can terminate the Maintenance Agreement for Term Limit Termination effective April 30th of any year beginning April 30, 2011 by providing SunGard Higher Education with notice of such termination, in accordance with the Notices provision of the License Agreement, so that SunGard Higher Education receives the Term Limit Termination notice the January 31st immediately preceding the April 30th date on which such Term Limit Termination will be effective. In the event of a Term Limit Termination, Licensee will be obligated only to pay Improvements fees for the period through the April 30th as of which the Term Limit Termination is effective.

I. Defined Terms:

"Notification" means a communication to SunGard Higher Education's ActionLine by means of: (i) SunGard Higher Education's ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Two Call" means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Three Call" means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is <u>not</u> critical to Licensee's operations.

"Priority Four Call" means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which SunGard Higher Education's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: SunGard Higher Education's ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via SunGard Higher Education's ActionWeb and e-mail. This system allows SunGard Higher Education's ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client's telephone call.

III. Targeted Response Times. With respect to SunGard Higher Education's Maintenance obligations, SunGard Higher Education will use diligent, commercially reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Amendment in accordance with the following guidelines:

Priority One Calls –two (2) hours or less.

Priority Two Calls - four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education's obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

I. Defined Terms:

"Notification" means a communication to SunGard Higher Education's ActionLine by means of: (i) SunGard Higher Education's ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

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"Priority Three Call" means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is <u>not</u> critical to Licensee's operations.

"Priority Four Call" means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

- II. Hours During Which SunGard Higher Education's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and SunGard Higher Education-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).
- III. Targeted Response Times. With respect to SunGard Higher Education's Maintenance obligations, SunGard Higher Education will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Amendment in accordance with the following guidelines, with the time period to be measured beginning with the first SunGard Higher Education ActionLine business hour occurring after SunGard Higher Education's receipt of the Notification:

Priority One Calls – two (2) hours or less.

Priority Two Calls – four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

For purposes of these targets, a "response" will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education's obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

AGENDA ITEM 9.(a)
MEETING DATE March 31, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board SUBJECT: NEW CLASS SPECIFICATION FOR FINANCIAL AID SYSTEMS ANALYST REQUESTED ACTION: INFORMATION/ACTION SUMMARY: In accordance with Article 18 of the California School Employees Association/District collective bargaining agreement, the District may initiate a reclassification as a result of a reorganization/re-engineering plan approved by the administration and/or Governing Board. Attached is a copy of the new class specification which will be placed on Range 15 of the CSEA Salary Schedule. The District is requesting that the Board take action to approve the class specification. SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL NOT REQUIRED TABLE Trudy Largent, J.D. Interim Director of Human Resources PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS (707) 864-7122 TELEPHONE NUMBER Administration March 24, 2010 DATE APPROVED BY CENTER PRESENTER PROPERTY SERVENCES PRESENTER PROPERTY SERVENCES PROPERTY.	G	· · · · · · · · · · · · · · · · · · ·	COLINDIA ITEM
SYSTEMS ANALYST REQUESTED ACTION: INFORMATION/ACTION SUMMARY: In accordance with Article 18 of the California School Employees Association/District collective bargaining agreement, the District may initiate a reclassification as a result of a reorganization/re-engineering plan approved by the administration and/or Governing Board. Attached is a copy of the new class specification which will be placed on Range 15 of the CSEA Salary Schedule. The District is requesting that the Board take action to approve the class specification. SUPERINTENDENT'S RECOMMENDATION: Trudy Largent, J.D. Interim Director of Human Resources PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS (707) 864-7122 TELEPHONE NUMBER Administration March 24, 2010 DATE APPROVED BY	TO:	Members of the Gover	ning Board
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	ORGANIZATI	ON	
SUPERINTENDENT/PRESIDENT March 24, 2010	March 24, 201	.0	SUPERINTENDENT/PRESIDENT

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: FINANCIAL AID SYSTEMS ANALYST

BASIC FUNCTION: Under the general direction of the Director of Financial Aid, the Systems Analyst assists in the planning, and organization of the Financial Aid Office, with primary responsibility of oversight of all software applications and processes used by the financial aid staff.

DISTINGUISHING CHARACTERISTICS: This is an advanced technical position that applies knowledge of federal, state and institutional financial aid regulations and policies to implement, maintain, and improve computer systems and processes within the financial aid operation.

REPRESENTATIVE DUTIES:

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

Analyze computing needs to support financial aid operation with special emphasis on the integration of Sungard Banner Financial Aid system with other Banner modules, and Federal and State systems (i.e., Common Origination Disbursement (COD), National Student Loan Data System (NSLDS), Student Aid Internet Gateway (SAIG), Central Processing System (CPS), Board of Governors Waiver Program (BOGW), WebGrants, Education Loan Management Resources (ELM, etc.); learn, use and implement advances in technology required to remain current in the field of financial aid, to maximize office efficiency and productivity, to improve student access and service, and which may significantly impact financial aid processes.

Lead in planning, organizing and implementing Financial Aid Office operations.

Identify system or procedural problems and initiate appropriate response; heavy problem solving and multi-tasking, analyzing situations accurately and adopting an effective course of action; lead for complex problem resolution; know and use resources to troubleshoot and resolve; provide training, correction and guidance for staff development.

Keep abreast of present and pending Federal and State regulations governing student financial aid; interpret and apply state and federal requirements to ensure compliance. Assist in developing policies and procedures for processing, awarding and delivery of all SFA program funds to students; plan for and implement advances in technology that will impact and retain students.

Management Electronic Data Exchange (EDE), sending and receiving of all electronic data transmissions (i.e., Institutional Student Information Records (ISIRs), Pell files, Multiple Reporting Records, statement of accounts, grade point average (GPA) and enrollment files, etc.); analyze, identify and prioritize action needed.

Perform fund reconciliation for Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Academic Competitiveness Grant (ACG), Cal Grant and federal work study (FWS) at disbursement, with District accounting staff.

Identify, create and update on-line and ad hoc reports as needed or as requested for Financial Aid, Extended Opportunities Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE) offices, with the Technology Services and Support Department as needed; prepare related state, federal and District reports, resolve discrepancies and maintain records.

Manage on-line financial aid disbursement process for various student aid programs.

Lead responsibility for testing and coordinates installation and upgrades of campus and financial aid hardware/software with Technology Services and Support Department; set up each new aid year, incorporating new federal financial aid requirements and office policies and procedures, etc.; develop and maintain various process instructions.

Coordinate and provide training and technical support to financial aid staff, incorporating external and internal resources, including Banner documentation and Technology Services and Support Department, as needed.

Serve as office liaison with the Technology Services and Support Department; ensure that high level of security is maintained by office computer users.

Exercise sound, consistent and professional judgment in reviewing student aid applications, conducting need analysis, advising students, and in evaluating financial need and eligibility due to special circumstances and student appeals.

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

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

EDUCATION AND EXPERIENCE: Graduation from high school supplemented by college course work and three years direct and progressive experience in financial aid, or a combination thereof; combination of education and skills must indicate possession of the knowledge, skills, and abilities to successfully perform in this position. Bachelor's degree preferred.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain laws, rules, guidelines, curriculum, schedules, policies and procedures affecting assigned area of student services.

Ability to read, interpret, apply and explain program requirements and restrictions.

Ability to effectively present information and respond to common inquiries or complaints from students, staff and the general public.

MATHEMATICAL SKILLS:

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

Ability to perform these operations using units of American money.

REASONING ABILITY:

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

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

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

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Day-to-day operations and activities of financial aid programs and services.

Recruitment, interviewing and advising techniques.

Special needs, problems and concerns of the program participants.

Principles of training and providing work direction.

Recordkeeping and filing techniques.

District organization, operations, policies and objectives.

Modern office practices, procedures and equipment.

Extensive knowledge of federal and state financial aid regulations, policies and guidelines.

Advanced knowledge and familiarity with various Department of Education software, word processing, spreadsheets, databases and financial aid systems (i.e., Banner).

Basic principles of data communication and high level of skill in operating computer systems and related equipment.

Strong analytical abilities and problem solving skills.

Fundamental of accounting and fiscal reporting procedures.

FINANCIAL AID SYSTEMS ANALYST- Continued

Organize, coordinate and oversee the activities and daily operations.

Provide specialized information and assistance to financial aid students.

Communicate clearly about complex issues, both orally and in writing.

Maintain abreast of trends, technological advances and changes in regulations applicable to assigned area.

Maintain comprehensive records and files according to legal guidelines.

Maintain confidentiality of information and records.

Prepare statistical reports for regulatory agencies.

Work effectively and simultaneously meet project deadlines with frequent interruptions.

Work independently to complete complex tasks with minimum supervision.

Plan and organize time and work effectively.

Relate sensitively to students with special needs.

Meet schedules and timelines.

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

Use word processing, spreadsheet and data base management computer software effectively. Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

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

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or conduct work at other campus locations.

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

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

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

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

TL/zg: 3/24/10	
Board approved:	