

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2022-2023

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
May Wynton	Assistive Technology & Alternate Media Coordinator	09/26/2022

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sana Vaziri	Adjunct Instructor – Data Engineering (not to exceed 67%)	09/22/22 – 12/16/22

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jotinder Takhar	From Early Learning Center Specialist to Early Learning Center Supervisor	09/01/2022
Tracy Vest	HR Exec Assistant/CTE Admin Assistant to HR Exec Assistant/Fiscal Admin Assistant	10/17/2022

Salvatore Abbate
Human Resources

September 9, 2022
Date Submitted

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

September 21, 2022
Date Approved

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Steven Jones	From Engineer to Facilities Supervisor	10/01/22 – 03/31/23 (Extension)

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Carla Maguire	Enterprise Resource Analyst (Library)	09/01/22 – 12/31/22

Leave of Absence

<u>Name</u>	<u>Leave Type</u>	<u>Effective</u>
Tina Abbate	Unpaid Leave of Absence	10/01/22 – 07/31/23

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Bobby Campo	Athletic Assistant – Game Management	General Fund	09/22/22 - 05/31/23	\$15.68/hr.
Rome Jairus Magalong	Clerical Specialist - Library	General Fund	09/12/22 - 06/30/23	\$16.59/hr.
Sally Morales	Early Learning Center Programs Specialist	Child Start	09/08/22 - 06/30/23	\$19.75/hr.
Allen Sigl	Assistant Coach - Softball	General Fund	09/22/22 - 05/31/23	\$22.00/hr.
Tasha Smith	Imani Coordinator	SEA	08/08/22 – 08/12/22	\$71.72/hr. (Revised)
Leah Whatley	Assistant Coach - Statistician	General Fund	10/20/22 - 05/31/23	\$17.50/hr.
Lauryn Zabat	Assistant Coach - Softball	General Fund	09/22/22 - 05/31/23	\$22.00/hr.

**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:

08/02/2022	Vendor Payments	11114849-11114852	\$ 12,194.45
08/02/2022	Vendor Payments	11114853-11114929	\$ 216,899.95
08/09/2022	Vendor Payments	11114930-11114991	\$1,129,045.07
08/09/2022	Vendor Payments	11114992	\$ 1,700.00
08/09/2022	Vendor Payments	11114993-11114995	\$ 1,242.68
08/09/2022	Vendor Payments	11114996	\$ 24,200.00
08/16/2022	Vendor Payments	11114997	\$ 3,000.00
08/16/2022	Vendor Payments	11114998-11115001	\$ 6,274.86

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$4,740,835.52

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

September 9, 2022

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**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:

CONTINUED FROM PREVIOUS PAGE:

08/16/2022	Vendor Payments	11115002-11115007	\$ 89,407.98
08/16/2022	Vendor Payments	11115008-11115090	\$ 201,127.45
08/16/2022	Vendor Payments	11115091	\$ 228.56
08/23/2022	Vendor Payments	11115092-11115152	\$ 307,173.89
08/23/2022	Vendor Payments	11115153-11115155	\$ 1,527.00
08/23/2022	Vendor Payments	11115156-11115160	\$ 27,656.35
08/23/2022	Vendor Payments	11115161-11115163	\$1,056,679.77
08/23/2022	Vendor Payments	11115164	\$ 158,716.60
08/30/2022	Vendor Payments	11115165-11115259	\$ 840,784.42
08/30/2022	Vendor Payments	11115260	\$ 304.50
08/30/2022	Vendor Payments	11115261-11115265	<u>\$ 662,671.99</u>
		Total August Payments	\$4,740,835.52

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

TO: **Members of the Governing Board**

SUBJECT: **CONSENT CALENDAR – FINANCE & ADMINISTRATION**

REQUESTED ACTION: **APPROVAL**

PERSONAL SERVICES AGREEMENTS

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Pamela Price	Speaking Engagement-History and analysis of Title IX (Educational Amendments of 1972).	September 8, 2022 – September 8, 2022	Not to exceed \$1,000.00
Shannon Cooper, Psy.D.	Flex workshop speaker. Workshop will focus on identifying and addressing escalating behaviors inside and outside the classroom. Participants will discuss common student behavioral problems and learn concrete de-escalation techniques to manage challenging student behaviors.	October 11, 2022 – October 11, 2022	Not to exceed \$2,500.00

Susan Wheet
Vice President, Finance & Administration

September 9, 2022
Date Submitted

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

September 21, 2022
Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE BUILDING 700 AND 800 ROOF
REPLACEMENT PROJECT**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☒ **Consent** **OR** ☐ **Non-Consent**

SUMMARY:

Board approval is requested for the Building 700 and 800 Roof Replacement Project Notice of Completion. On May 4, 2022, a contract was awarded to Alcal Specialty Contracting, Inc. for the Building 700 and 800 Roof Replacement Project.

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:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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Lucky Lofton
Vice President, Facilities & Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
Vice President, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 7, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

Lucky Lofton, Vice President, Facilities and 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: 9/21/2022
 7. The Project Name is: Building 700 and 800 Roof Replacement Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Alcal Specialty Contracting, Inc.
 10. The name of the contractor's Surety Co. is: Western Surety Company
 11. The date of contract between the contractor and the above owner is: 05/04/2022
 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: Demolition and replacement of existing roof and roof drainage system for Building 700 and 800 on the Fairfield campus.

Date

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

Verification

I, undersigned, say:

I am _____

(“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: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE AERONAUTICS NUT TREE
FACILITY IMPROVEMENT PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

Board approval is requested for the Aeronautics Nut Tree Facility Improvement Project Notice of Completion. On April 20, 2022, a Contract was awarded to Lister Construction Inc. for the Nut Tree Facility Improvement Project.

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:</i>	\$0
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SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Lucky Lofton
Vice President, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
Vice President, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

Lucky Lofton, Vice President, Facilities & 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: 9/21/2022
 7. The Project Name is: Aeronautics Nut Tree Facility Improvement Project
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: Lister Construction 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: April 20, 2022
 12. The street address of said property is: 301 County Airport Road, Vacaville, CA 95688
 13. APN #: 0129-240-020
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Removal and replacement of the existing parking lot to increase parking capacity, removal of existing septic system and replacement with a forced main sewer pump system, and site improvements with new lighting upgrades.

Date

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

Verification

I, undersigned, say:

I am _____

("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)

AGENDA ITEM 13.(a)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-09 FINDINGS OF THE BOARD OF
TRUSTEES OF THE SOLANO COMMUNITY COLLEGE
DISTRICT OF CONTINUED EMERGENCY**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 22/23-09 is requested.

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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 12, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION NO. 22/23-09
FINDINGS OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
OF CONTINUED EMERGENCY

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **21st day of September, 2022** by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

Sarah Chapman, Ph.D., President of the
Governing Board of the Solano Community
College District

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING AND ADOPTION OF THE 2022-2023
DISTRICT BUDGETS**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

At the Governing Board Study Session held on September 7, 2022 Susan Wheat, Vice President of Finance and Administration, presented the Board with the proposed District's 2022-2023 budgets.

The 2022-2023 District Budgets are being presented for a public hearing and adoption at this time in accordance with the California Code of Regulations (CCR), Title 5, Section 58301. The District recommends adoption of the proposed budget and spending plan that were developed and shared with the campus community over the last several months during its budget development cycle.

Copies may be viewed on the Finance & Administration website:

http://www.solano.edu/finance_admin/district_budget.php

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: 3000,3005 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheat
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(c)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH VENTEK INT. FOR AUTOMATED
PARKING PAYSTATIONS**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: Board approval is requested to approve an agreement with Ventek Int. for hardware, installation, setup and service for 9 automated parking pay stations.

Ventek Int. will provide and install automated pay stations (including Solar power, cellular connectivity, and pedestals). Ventek Int. will remove and dispose of old existing pay stations.

System training with technician will be available while technician is onsite.

Cloud based System Management Subscription included and is scheduled to renew annually.

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: \$98,974.03</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Project Solano Community College
Client Chief Brian Travis, Department of Public Safety
Address 4000 Suisun Valley Rd., Bld. 1800B, Fairfield, CA 94534
Contact Victoria Iacovetto
Email victoria@ventek-intl.com

Date 1-Aug-2022
Client Phone 707-580-6526
Client Email Brian.travis@solano.edu
Validity 90 days
Phone 415-246-3138

Thank You for Choosing VenTek

Part I - Capital Costs - Hardware, Installation, Setup & Services

AUTOMATED PARKING PAYSTATION				
Item	Description	Quantity	Unit Price	Extended Price
E1	M600 Pay and Display Includes 1 year Warranty Power Configuration: Solar Connectivity: Cellular Payment Mode: Credit Card Acceptance - All In One - Swip, Insert, Tap	9	\$11,175	\$100,575
	Solar Power Charging System 20 Watt w/40 AHR Battery			
	EMV All in One Payment Device			
	Custom Wrap - Door Only			
	Pedestal - 12", 18", 24", 30", 35" options			
	Discount for Existing Pedestals	9	-\$100	-\$900
	Shipping ¹			Included
AUTOMATED PARKING PAYSTATION				\$99,675

INSTALLATION & TRAINING				
Item	Description	Quantity	Unit Price	Extended Price
INSTS1	Installation, Training & Removal and Disposal of Existing M400s Training Conducted on site and unlimited while technician is available onsite	1		\$7,785
VenTek does not remove inground pedestals. We will try and reuse them where possible. For Pedestals that cannot be reused, you will need to rent a backhoe to remove these and get new pads poured. VenTek will advise which Pedestals need replacement by August 1				
INSTALLATION & TRAINING				\$7,785

Part II - Operating Costs - Software Subscription Fees

ANNUAL SOFTWARE SUBSCRIPTION FEES				
Item	Description	Quantity	Unit Price	Extended Price
SW	Cloud Based System Management - User cerdential for venVUE® is Existing. VenTek's web based management system, Secure PCI Level 1 Certified Server on Amazon Cloud for Data Storage & Payment Gateway, and Cellular Connectivity.	9	\$1,140	\$10,260
ANNUAL SOFTWARE SUBSCRIPTION FEES				\$10,260

Automated Parking Paystation - Revenue Collection Equipment	\$99,675.00
Trade In of 10 Existing 400	-\$25,000.00
Tax @8.375%	\$6,254.03
Total Equipment with Taxes	\$80,929.03
Installation and Training	\$7,785.00
Annual Recurring Software Subscription	\$10,260.00
Total	\$98,974.03

Notes:

- 1 Payment Gateway - As a Level 1 PCI Service Provider VenTek offers a Secure Electronic Gateway. This allow VenTek's customers to establish a direct connection between the VenTek System and their Payment Card Processor. VenTek warrants that our Payment Gateway will remain PCI-compliant for the duration of service delivery and that our pricing will be lower than comparable products. Includes Cyber Insurance.
- 2 VenVUE System Management, venSTATION Data Hosting and CDMA Cellular Connectivity are billed Annually
- 3 (1) year factory warranty included
- 4 Installation Includes securing the unit to a surface prepared per installation drawing, connecting existing electrical inside the unit, installing software, network programming and configuration, and installation of all parts and peripherals necessary for unit operation.
- 4a Installation Quote does not include Site Prep: Concrete or Conduit Work, Pulling Electrical or Communication Cables or Removal of Existing
- 4b Installation Quote is an estimate based on standard installation. Additional fees billed at time and Material +10%
- 5 Onsite Training is conducted during and/or after installation. If VenTek must come back onsite, time will be billed at \$150/hr Including travel and
- 5a venVUE System Management training conducted remotely via WebEx
- 6 ADA Compliant for height, control and reach with 12" & 18" Pedestals
- 7 All funds due are in U.S. dollars. Terms Net 30 from date of delivery. 1.25% finance charge (15% per annum) applied to balances over 30 days past

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE FOOD SERVICE PROVIDER
AGREEMENT WITH COMMON GROUNDS CAFÉ**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: Board approval is requested to award a contract to Common Grounds Café as the District's cafeteria service provider for a one-year term beginning September 18, 2022 and shall continue through June 30, 2023 with an additional four (4) one-year terms.

The Retail food operations services will include:

- Managing and operating food, dining and hot coffee services, & produce, prepare and sell food, nonalcoholic beverages and frozen confections at the SCC Fairfield campus

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: Provide food services

<i>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

FOOD SERVICES AGREEMENT

This AGREEMENT was made this September 18, 2022 between the SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Common Grounds Cafe, a private business, hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, the DISTRICT desires to secure the services of the SERVICE PROVIDER in providing food, beverage, and related services for students, faculty, staff, and guests of Solano Community College at the cafeteria location in the Student Union Center, Building 1400 and elsewhere on the campus as may be agreed upon; and

WHEREAS, the SERVICE PROVIDER is willing to provide such food, beverage, and related services upon the terms and conditions hereafter set forth; and

NOW, THEREFORE, the parties do hereby agree as follows:

- 1) **Scope of Agreement:** The DISTRICT hereby retains the SERVICE PROVIDER to provide retail food operations. The SERVICE PROVIDER shall manage and operate food, dining, and hot coffee services, and produce, prepare and/or sell food, non-alcoholic beverages, and frozen confections to such persons at such locations within the Solano Community College Fairfield Campus.
- 2) **Term:** The term of this Agreement shall commence on September 18, 2022 and shall continue through June 30, 2023, with four (4) one year terms, hereafter with the provision that either party upon not less than ninety (90) days written notice to the other may terminate this Agreement at any time. Immediately following the initial term, the Superintendent/President, with the Governing Board approval, may extend the term of the Agreement.
- 3) **Furniture, Fixtures and Equipment:** The DISTRICT shall furnish, at its own expense, for the use of the SERVICE PROVIDER, all existing space, furniture, and fixtures necessary, in the opinion of the DISTRICT, to enable the SERVICE PROVIDER to perform its services under this Agreement. The DISTRICT shall, at its own expense, maintain and repair all plumbing, heating, air conditioning, and electrical systems necessary to enable the SERVICE PROVIDER to perform its services under this Agreement and shall maintain, repair all equipment and replace such furniture and fixtures, exclusive of vending machines, as it deems necessary. Ownership of such property shall remain with the DISTRICT and upon termination of this Agreement, the SERVICE PROVIDER shall return to the DISTRICT all furniture, fixtures, and equipment furnished to it at any time by the DISTRICT, in good condition, allowing for ordinary wear and damage by fire or the elements.
- 4) **Consideration:** In valuable consideration for the provision of food services, the DISTRICT will permit SERVICE PROVIDER to utilize on-campus cafeteria facilities free of charge and

SERVICE PROVIDER agrees to provide food services during the hours of operation and at prices set in accordance with Section 8 herein.

- 5) **Utilities and Refuse Disposal:** The DISTRICT shall furnish the SERVICE PROVIDER water, refuse disposal and any repair of major equipment owned by the DISTRICT. The SERVICE PROVIDER, in consultation with the DISTRICT Facilities Department shall pay for its own telephone services to the food service facilities.
- 6) **Cleaning and Maintenance of Premises:** The SERVICE PROVIDER shall clean and maintain the entire kitchen, the dishwashing area for pots and pans, the food loading dock area, the cafeteria serving lines area, the walls, windows and ceilings in all food service areas. The DISTRICT shall provide once, each workday, at its own expense, all cleaning, waxing and maintenance for the floor surfaces in the dining areas.

SERVICE PROVIDER will:

- a) Bus tables in the dining areas, empty refuse receptacles and clean-up spills, when necessary; and
 - b) Comply with all JCAHO regulations, federal, state and local health codes and regulations governing sanitation, infection control and the preparation, handling and serving of foods, and will procure and keep in effect all necessary licenses and permits required by law; and
 - c) Supply appropriate cleaning supplies and will be responsible for cleaning cafeteria work and indoor areas, including all catering clean-up and set-up, floors and all equipment necessary to perform duties; and
 - d) Make sure that each piece of equipment is operating in a proper and safe manner, train personnel in the proper use and maintenance of equipment prior to its use; and
 - e) Dispose of all hazardous waste, in accordance with prescribed policies and procedures and all personnel have the proper training in the handling and disposal of said hazardous waste materials; and
 - f) Comply with all campus recycling programs.
- 7) **Multiple Uses:** With reasonable notice to the SERVICE PROVIDER, the DISTRICT shall have the right to make such academic, administrative or recreational use of the dining room as, in the opinion of the DISTRICT, shall be appropriate and consistent with the SERVICE PROVIDER's food service obligations under this Agreement. The expense of preparation for and cleaning after such use and restoring dining room area furniture and equipment to its original location, shall be borne by the DISTRICT.

- 8) **Hours of Operation and Pricing:** The SERVICE PROVIDER shall provide services under this Agreement during the periods when the College is in session. Hours of operations and pricing of goods and services under this Agreement shall be determined by the SERVICE PROVIDER, subject to approval by the DISTRICT.

(Attachment: Solano Community College, 2022-23 Academic Calendar)

The SERVICE PROVIDER agrees to all pricing requirements, as mutually agreed upon and selling prices and portion size shall be firm for at least one (1) year after the commencement of the Agreement. All requests for any pricing and portion size increases/decreases will be presented to the District's VP of Finance and Administration, in writing forty-five (45) days prior to the desired date of implementation of requested changes.

- 9) **Duties of the SERVICE PROVIDER:** The SERVICE PROVIDER agrees to perform the following:
- a) Management and operation of food and dining services and to procure, prepare and sell food and beverages, to such persons at the Fairfield main campus and elsewhere as mutually agreed upon. Without limiting the generality of the foregoing, it is agreed that the services to be rendered by the SERVICE PROVIDER hereunder shall include the preparation, service, and sale of food for luncheon service and cold food vending machine only. Additional food service including breakfast, dinner, banquet, picnic and any other catered affairs and special occasions may also be provided per separate mutual agreement between the DISTRICT and SERVICE PROVIDER upon the receipt of an official purchase order for said such events.
 - b) Employ, train and maintain a regular staff of employees for the proper operation of the food service program under this Agreement. All such regular staff shall be the employees of the SERVICE PROVIDER and all hiring, supervision, training, assigning of duties and termination of employment shall be at the direction of the SERVICE PROVIDER. To the fullest extent possible, the SERVICE PROVIDER shall utilize the services of college students for positions such as, but not limited to waiters, waitresses, kitchen and dining room custodial.
 - c) Prepare and file all reports and returns required by any governmental agency with respect to operations under this Agreement.
 - d) Promptly pay and discharge the costs and expenses of management and operations under this Agreement.
 - e) In consultation with the DISTRICT, prepare menus relating to operations under this Agreement.

- f) Provide complete administrative and on-site local supervision of all operations under this Agreement.
 - g) Obtain and maintain in force, during the term of this Agreement, such insurance as required in Section 11 of this Agreement.
 - h) Furnish accounting, statistical and dietetic services such as may be deemed necessary by the DISTRICT in connection with the operations under this Agreement.
 - i) Procure all pest control, fire extinguishers, laundry, linen and any other services necessary for safe, healthy and clean operations under this Agreement.
 - j) Procure all health permits in relations to the operations under this Agreement.
 - k) Replacement of all china, glassware, flatware, cooking utensils, pots and pans, either through wear, breakage, loss or theft, by the SERVICE PROVIDER as a cost of operation under this Agreement.
 - l) Promptly report all malfunctioning equipment, for which the DISTRICT is responsible to the DISTRICT's Facilities Department.
 - m) Promptly report the loss of and/or damage to DISTRICT property to the College Police Services Department and DISTRICT's Finance and Administration Office in accordance with written procedures.
- 10) **Bonding:** The SERVICE PROVIDER agrees to procure and maintain in force, during the term of this Agreement, a fidelity performance bond, or other form of security acceptable to the DISTRICT in the amount of \$20,000 to insure performance of all services to be provided under this Agreement. Such bond or other form of security must be current and paid during the term thereof. Such performance bond or other form of security shall be submitted to the Vice President, Finance & Administration upon award of this Agreement by the Governing Board, prior to the beginning of operations under this Agreement.
- 11) **Indemnity and Insurance Requirements:**
- a) **Hold Harmless.** The SERVICE PROVIDER agrees to indemnify, defend and hold harmless the DISTRICT, its Governing Board, officers, agents and employees, individually and collectively, from all claims, liabilities, damages, losses, costs and expenses arising out of alleged bodily and personal injury, mental anguish and/or suffering to or death of persons or damage resulting from the alleged negligent acts and/or performance of services rendered by the SERVICE PROVIDER, its employees or agents under this Agreement.

- b) Auto and Liability Insurance. The SERVICE PROVIDER shall procure and maintain in force, during the term of this Agreement, insurance policies providing liability protection for owned and hired vehicles, personal injury, bodily injury, products, contractual and property damage liability. Such policy or policies shall have a combined single limit in a minimum of \$1 million per occurrence. An endorsement to such policy or policies shall provide for a written thirty (30) day notice to the DISTRICT of any intended substantial change in or cancellation of such policy or policies and naming the DISTRICT as an additional insured. Such endorsements shall be secured immediately upon the execution of this Agreement. The appropriate certificates shall be furnished to the DISTRICT's Vice President, Finance and Administration verifying such coverage and endorsement.
 - c) Rating. The above named insurance coverage shall be carried with companies having an A.M. Best's rating acceptable to the DISTRICT.
 - d) Workers' Compensation Insurance. The SERVICE PROVIDER shall provide Workers' Compensation insurance, as required by the State of California for all of its SERVICE PROVIDER's employees. Such insurance shall be maintained and in force during the term of this Agreement. The SERVICE PROVIDER shall provide proof in the form of a certificate to the DISTRICT verifying such coverage. Such policy or policies shall contain an endorsement providing for a thirty (3) written notice to the DISTRICT of any intended substantial changes in or cancellation of such policy or policies. Such endorsement shall be secured immediately upon execution of this Agreement.
 - e) Notification of Claims. The SERVICE PROVIDER shall notify the DISTRICT's Vice President, Finance & Administration of any and all liability claims arising out of the SERVICE PROVIDER's performance of duties as required by this Agreement. Such notification shall be made within five (5) days of the receipt of such a claim by the SERVICE PROVIDER.
- 12) **Suspension of Operations:** The SERVICE PROVIDER's operation under this Agreement may, at the election of either party, be suspended during any period of time while it shall be impractical to conduct such operations by reason of labor disputes, natural disasters, emergencies, closure of campus, civil disorders or any other reasons beyond the control of either parties.
- 13) **Assignment:** This Agreement shall not be assignable by either party without the prior written consent of either party.
- 14) **Notices:** All written notices provided for the purposes of this Agreement shall be delivered by U.S. certified or registered mail, postage pre-paid to the following address:

DISTRICT:

Susan Wheel
VP of Finance & Administration
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
707-864-7209
Susan.wheel@solano.edu

SERVICE PROVIDER:

<u>Michael Wurz</u>	(Name)
<u>CEO</u>	(Position)
<u>Common Grounds Cafe</u>	(Company)
<u>628 Parker Rd</u>	(Address)
<u>Fairfield, CA 94533</u>	(City, State)
<u>707 718 - 0746</u>	(Phone)
<u>michael@cg.cafe</u>	(Email)

Each party may change its notice address for the purpose of receipt of notices hereunder by giving written notice to the other party of such change.


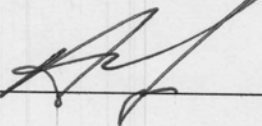
- 15) **Merge:** This writing is intended both as the final expression of this Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement, pursuant to the Code of Civil Procedures, Section 1856. No modification is evidenced by a writing signed by both parties.
- 16) **Nondiscrimination:** The SERVICE PROVIDER shall comply with all applicable federal, state and local laws, rules, regulations in regard to nondiscrimination in employment because of race, creed, color, sex, sexual orientation, age, national origin, or disability (physical limitation).
- 17) **Severance:** In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof and the remaining provisions hereof shall continue to be valid and fully enforceable.
- 18) **Conflict of Interest:** The SERVICE PROVIDER promises that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services described hereunder. The SERVICE PROVIDER further promises that in the performance of this Agreement no person having any such interest shall be employed.
- 19) **Status of the SERVICE PROVIDER and it's Personnel:** In the performance of its duties under this Agreement, the SERVICE PROVIDER shall serve as an Independent SERVICE PROVIDER and not otherwise. Any regular staff engaged in the operations and performance of services described hereunder shall be employees of the SERVICE PROVIDER and not the employees of the DISTRICT for the purpose, and all such regular staff shall be under the supervision, direction and control of the SERVICE PROVIDER. All employees shall be subject to the rules and regulations of the DISTRICT and shall comply with the health and sanitation and the handling and disposal of any hazardous waste product regulations of any applicable government agency. The SERVICE PROVIDER further agrees to comply with all applicable federal, state and local laws, rules and regulations.

20) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date below:

SOLANO COMMUNITY COLLEGE DISTRICT

COMMON GROUNDS CAFÉ

By:  By: 

Date Executed: 09/06/2022 Date Executed: 9/6/2022



Solano Community College District 2022-23 Academic Calendar

SUMMER 2022

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	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		

JULY 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	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						

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	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			

FALL 2022

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	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			

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	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	

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	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					

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
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			

DECEMBER 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	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						

SPRING 2023

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	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				

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	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	

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	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						

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	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			

LEGEND

SUMMER 2022	
June 13 – August 5	
Six-week Session: June 18 – July 22	
Eight-week Session: June 13 – August 5	
Independence Day	July 4
FALL 2022	
August 15 – December 16	
Eight-week Session I: August 18 – October 10	
Eight-week Session II: October 12 – December 9	
Professional Development Day	August 11
Professional Development Day (Required)	August 12
Labor Day	September 5
Professional Development Day	October 11
Veterans Day	November 11
Thanksgiving Day	November 24 – 27
Finals Week	December 10 – 16
Christmas (Observance)	December 26
New Year's Day (Observance)	January 2, 2023
SPRING 2023	
January 17 – May 25	
Eight-week Session I: January 17 – March 14	
Eight-week Session II: March 17 – May 18	
Professional Development Day	January 12
Professional Development Day (Required)	January 13
Martin Luther King, Jr. Day	January 16
Lincoln Day	February 17
Washington Day	February 20
Professional Development Day	March 15-16
Spring Break	April 10-16
Finals Week (Starts Evening of May 18)	May 19-25
Memorial Day	May 29
Commencement	May 25, 2023
No Classes	
Holidays (campus closed)	

PROFESSIONAL DEVELOPMENT DAYS

Fall 2022	3
Spring 2023	4
Total	7

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2022	16	16	16	16	15	79
Spring 2023	15	17	16	16	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2022	1	1	1	1	1	5
Spring 2023	1	1	1	1	1	5

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2022	15	15
Spring 2023	16	16

* The Academic Calendar applies to 175 Instructional Workdays. The Classified Calendar is a separate document, addressing Classified Workdays.

Governing Board Approval 4/21/2021

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT WITH STRATA INFORMATION GROUP,
INC. (SIG) FOR CVC-OEI INTEGRATION PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: Board approval is requested for an agreement with Strata Information Group, Inc. (SIG), a company that specializes in IT consulting for Higher Education. SCCD has requested services for a CVC-OEI integration project and technical consulting.

SCCD has requested technical consulting services to assist with implementing the CVC-OEI project. Additional details on scope of work will be included in an agenda and project plan. These services will be provided remotely.

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: \$49,500.</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Strata Information Group, Inc.
Statement of Work
(SOLANO-SOW159-CVCOEIIMPL)
September 7, 2022

Solano Community College District

**California Virtual Campus – Online Education
Initiative (CVC-OEI) 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 technical consulting services to assist with implementing the CVC-OEI integration project. Additional details on scope will be included in an agenda and project plan. These services will be provided remotely.

Proposed Services:

Tasks	Hours	# of Trips
Functional and technical consulting: <ul style="list-style-type: none"> CVC-OEI implementation and technical consulting Travel 	300	0
Totals:	300	0

Summary of Estimated Costs:

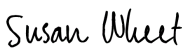
Labor:	Travel Expenses:	Total Cost:
\$49,500	\$0	\$49,500

Notes:

- Rate: \$165/hour for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours provided.
- The hours estimate includes project management, preparation time, remote labor, and the development of 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 fares 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: \$59 per full on-site day \$44.25 per partial day.
- Costs exclude all state taxes, if applicable.

For Solano Community College District:

For Strata Information Group, Inc.:

DocuSigned by:

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Sep-07-2022

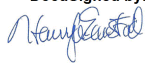
Signature

Date

Susan Wheet

VP Finance & Administration

(Please print name and title)

DocuSigned by:

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Sep-07-2022

Henry A. Eimstad
 President

Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AGREEMENT WITH ELLUCIAN
COMPANY L.P. FOR TRANSITION TO CLOUD
SOFTWARE AND PROFESSIONAL SUPPORT SERVICES

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: Board approval is requested for the Contract Agreement with Ellucian Company L.P. for transition to Cloud Software services, license to use Cloud Software and Professional services (including Banner consulting services and Data migration services). Vendor will provide:

- Transition assistance from Terminated Perpetual Software to Cloud Software
- Use of Continuing Perpetual Software
- License and training for use of Cloud Software

CONTINUED ON 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: _____

Government Code:	N/A	Board Policy:	Estimated Fiscal Impact: \$1,147,313 CARES
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH ELLUCIAN
COMPANY L.P. FOR TRANSITION TO CLOUD
SOFTWARE AND PROFESSIONAL SUPPORT SERVICES**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☐ **Consent** **OR** ☒ **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

Vendor provided Cloud Software will include:

- Banner SaaS ERP, ISE Job Scheduler, Ellucian Intelligent Learning Platform for Canvas, Ellucian Workflow Enterprise, Ellucian Premium and FM Needs Analysis

Vendor provided Professional Services to include:

- Consulting services for -Banner Accounts Receivable, Banner Student, Banner Finance, Banner Financial Aid, Banner Human Resources
- Consulting services for Data Migration, Degree Works and Ellucian Experience Cards Development, Ellucian Workflow Enterprise Implementation Services, Reporting Services, Ellucian Ethos, Ellucian Experience, Ellucian Job Schedule, Transition Services and additional Banner project services

Cloud Software Term is from October 1, 2022 to June 30, 2028 with renewal for consecutive Contract years on a year to year basis. Payment terms included in agreement.

Fees for Software support Services, Subscription Software and Cloud Software are payable on a yearly basis on the execution date. Payment terms included in agreement.

Fees for Transition Services beginning the first day of the next month following the execution date shall be paid in twelve (12) monthly installments of \$12,500.

Continuing Perpetual Software payment fees are included in the agreement.

A copy of the Agreement is attached.



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **SOLANO COMMUNITY COLLEGE DISTRICT** (the "Client"). This Order Form is issued pursuant to the terms and conditions stated in the Cooperative Agreement Dated February 10, 2022 by and between Ellucian and The Foundation for California Community Colleges (the "Agreement") and amends the separate Software License and Services Agreement dated May 8, 2006 between Ellucian and Client (the "Prior Licensing Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Client and Ellucian now agree that, subject to the terms and conditions of the Agreement as modified by this Order Form, Client is (a) transitioning from its use of certain Software (as more particularly identified in **Exhibit 1** to this Order Form and referred to herein collectively as the "**Terminated Perpetual Software**") that client previously licensed from Ellucian under the Prior Licensing Agreement in consideration for a license to use certain Software as identified in the Cloud Software Table below on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**") and (b) retaining its perpetual license to use certain Continuing Perpetual Software (as defined below and as more particularly identified in **Exhibit 2** to this Order Form) that client previously licensed from Ellucian under the Prior Licensing Agreement. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of the Cloud Software licensed under this Order Form, the "**Software Term**" consists of the period of time from October 1, 2022 (the "**Beginning Date**") until June 30, 2028 (the "**Expiration Date**"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; each automatic renewal will be subject to an increase of up to seven percent (7%) annually plus the applicable third party fee increase (if any), unless the parties otherwise agree in writing. For the avoidance of doubt, during the Software Term, annual fees for Cloud Software under this Order Form will escalate by three percent (3%) year-over-year.

Transition from Terminated Perpetual Software to Cloud Software. Commencing on the Beginning Date of this Order Form, Client will be transitioning from its use of the Terminated Perpetual Software to use of subscription-based Banner SaaS Essentials Cloud Software (hereinafter, "ERP SaaS Cloud Software"). For the avoidance of doubt, Client has a continuing license to use the Terminated Perpetual Software in accordance with the terms and conditions contained in the Agreement during the Transition Period as defined in Exhibit 1. Client's license to use the Terminated Perpetual Software will terminate on the earlier of (a) twenty-four (24) months following the Beginning Date or (b) the Transition Period End Date as defined in Exhibit 1.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that the Cloud Software replaces the Terminated Perpetual Software, and Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

Continuing Perpetual Software. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "**Continuing Perpetual Software**"), as previously licensed to Client by Ellucian.

(CONTINUED ON FOLLOWING PAGE)

CLOUD SOFTWARE TABLE ^{1,2}	
Description	Fee
Banner SaaS ERP Essentials <i>(includes Student, Financial Aid, Finance, HR, and Degree Works)</i>	Included
ISE Job Scheduler	Included
Ellucian Intelligent Learning Platform for Canvas	Included
Ellucian Workflow Enterprise	Included
Ellucian Experience Premium ³	Included
FM Needs Analysis	Included

PAYMENT SUMMARY FOR CLOUD SOFTWARE	
PRORATED TOTAL (for partial initial Contract Year ending June 30, 2023)	\$484,513 ⁴
TOTAL (for Contract Year ending June 30, 2024)	\$713,025
TOTAL (for Contract Year ending June 30, 2025)	\$734,415
TOTAL (for Contract Year ending June 30, 2026)	\$756,448
TOTAL (for Contract Year ending June 30, 2027)	\$779,141
TOTAL (for Contract Year ending June 30, 2028)	\$802,516

Notes to Cloud Software Table:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 5,499 (the “Contracted FTE”). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Client owns a license to Luminis Basic on-premise Software. Ellucian Experience includes transition maintenance services pursuant to the Transition Scenario identified in the Ellucian Experience Product Specification Documentation.
- ⁴ The fee shown covers a partial initial Contract Year from the Beginning Date through June 30, 2023 based upon an Execution Date in the month of September 2022.

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the “Services”), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian’s delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian’s delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ^{1,2}	Hours	Rate	Fee
Banner Accounts Receivable Consulting Services	100	\$199	\$19,900
Banner Student Consulting Services	246	\$199	\$48,954
Banner Finance Consulting Services	190	\$199	\$37,810
Banner Financial Aid Consulting Services	160	\$199	\$31,840
Banner Human Resources Consulting Services	210	\$199	\$41,790
Data Migration Consulting Services	800	\$199	\$159,200
Data Migration: Lead	300	\$199	\$59,700
Degree Works Consulting Services	40	\$199	\$7,960
Ellucian Experience Cards Development	200	\$221	\$44,200

Ellucian Workflow Enterprise Implementation Services	96	\$199	\$19,104
Banner Performance Reporting Analytics Development Assessment	40	\$199	\$7,960
Banner Performance Reporting Analytics Report Development - Standard Service	100	\$199	\$19,900
Business Intelligence Reporting Consulting	142	\$199	\$28,258
Ellucian Intelligent Learning Platform Services	8	\$221	\$1,768
Ellucian Ethos Integration Essentials (SaaS or Managed Cloud)	18	\$199	\$3,582
Ellucian Ethos Integration Architecture and Design Workshop	48	\$199	\$9,552
Ellucian Ethos Integration – Architecture Design for Ethos Custom Data Models Service	80	\$199	\$15,920
Cal Grant Ethos Integration Service	76	\$199	\$15,124
Integration Architecture and Planning (Banner)	48	\$199	\$9,552
Integration Engineer	160	\$199	\$31,840
Common Components Consulting	160	\$199	\$31,840
Banner Technical Architect Consulting Services	655	\$199	\$130,345
Identity Management Tactical Planning	84	\$199	\$16,716
Active Directory Account Provisioning Integration for Banner Enterprise Identity Management (BEIS)	160	\$199	\$31,840
Banner Project Management Services	1,071	\$199	\$213,129
Banner Data Migration Converter Toolkit	Fixed Fee	Fixed Fee	\$25,000
Ellucian Experience Single Sign-on	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Training and Planning	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$7,100
Ellucian Ethos Identity Active Directory Account Provisioning (Banner - Maintenance) [‡]	Fixed Fee	Fixed Fee	\$5,000
Enterprise Job Schedule - Student	Fixed Fee	Fixed Fee	\$4,500
Enterprise Job Schedule - Financial Aid	Fixed Fee	Fixed Fee	\$21,500
Enterprise Job Schedule - State-Specific Jobs	Fixed Fee	Fixed Fee	\$4,500
Enterprise Job Schedule - Accounts Receivable	Fixed Fee	Fixed Fee	\$5,000
Enterprise Job Schedule - Finance	Fixed Fee	Fixed Fee	\$5,250
Transition Services	Fixed Fee	Fixed Fee	\$150,000
TOTAL PROFESSIONAL SERVICES FEES:			\$1,279,634

Notes to Professional Services Table:

- ¹ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL:
<https://na11.springcm.com/atlas/Link/Document/22174/ddb65971-9403-ed11-9c55-ac162d885f33/895e5d77-9403-ed11-9c55-ac162d885f33>.
- ² For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation.
- [‡] The fee shown covers the initial Contract Year only. This maintenance fee for Active Directory Account Provisioning Integration for Banner Enterprise Identity Management will automatically renew for subsequent Contract Years with a three percent (3%) escalator year-over-year during the Software Term.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a “Contract Year” (consisting of twelve (12) consecutive months beginning July 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year);
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year);
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included);
- on the Execution Date for all Professional Services to be performed on a fixed fee basis unless otherwise provided herein; and
- in twelve (12) successive monthly installments of \$12,500 for Transition Services beginning on the first day of the next month following the Execution Date.

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

Ellucian

Client

By:

Authorized Signature

By:

Authorized Signature

Name:

Printed

Name:

Printed

Title:

Title:

Date:

Date:

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before September 30, 2022.

Client Accounts Payable Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email: _____

TERMINATED PERPETUAL SOFTWARE

Description	Fee
Banner Finance & Finance Self-Service	Included
Banner Financial Aid & Financial Aid Self-Service	Included
Banner Human Resources	Included
Banner Student	Included
Ellucian Degree Works	Included
Financial Aid FM Need Analysis	Included
TOTAL (for Contract Year ending June 30, 2023) (to be prorated, if applicable)	\$101,925
TOTAL (for Contract Year ending June 30, 2024)	\$107,021
TOTAL (for Contract Year ending June 30, 2025) (to be prorated, if applicable)	\$112,372

Transition Software Support Services for Terminated Perpetual Software. Commencing on the Beginning Date, the fees for Software Support Services payable by Client with respect to the Terminated Perpetual Software will be reduced, prospectively, to the fees identified in the table above (fees for the initial Contract Year may be prorated, if applicable, for a partial initial Contract Year). Client will be entitled to receive Software Support Services on the Terminated Perpetual Software at this reduced rate during the period of Client's transition from the Terminated Perpetual Software to Client's live, production use of the ERP SaaS Cloud Software (the "Transition Period"). In this regard, Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use the ERP SaaS Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Software Support Services on the Terminated Perpetual Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have no further obligation to pay for Software Support Services) for the Terminated Perpetual Software following the Transition Period End Date. If Client has prepaid Software Support Services fees for the Terminated Perpetual Software for any period of time beyond the Beginning Date, Ellucian will issue a credit to Client for any prepaid Software Support Services fees in excess of the fees stated above (prorated, if applicable, for a partial Contract Year) and such credits will be applied toward the subscription fees payable hereunder for the ERP SaaS Cloud Software.

Customizations and Modifications to the Terminated Perpetual Software. Client must be running the then-current release of Terminated Perpetual Software and any other Ellucian software that will connect to the ERP SaaS Cloud Software without any customizations or modifications. In particular (and without limiting the above or any other activities required to be ready to use the ERP SaaS Cloud Software), this means that Client will need to have established a process or software solution for any such customizations or modifications which will NOT be available through the ERP SaaS Cloud Software. In addition, in order to use the ERP SaaS Cloud Software, all integrations between the ERP SaaS Cloud Software and third parties must be ones that are supported by Ellucian for an ERP SaaS Cloud Software deployment. The parties acknowledge that as of the Execution Date, the ERP SaaS Cloud Software may not allow Client to continue its current business practices if certain customizations have been made to the baseline software that Client is using. Client acknowledges that it is responsible for updating its practices (as needed) and using the current release of Terminated Perpetual Software prior to the Beginning Date of the ERP SaaS Cloud Software.

EXHIBIT 2

Ongoing Software Support Services. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. The parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on the Beginning Date through the expiration dates specified in the tables below. During the extended maintenance terms applicable to the Continuing Perpetual Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Software Support Services Tables below annually, on the basis of a Contract Year. With respect to the Software identified in Continuing Perpetual Software Table 1, each full Contract Year will consist of a period of twelve (12) consecutive months from July 1 to June 30; with respect to the Software identified in Continuing Perpetual Software Table 2, each full Contract Year will consist of a period of twelve (12) consecutive months from July 1 to June 30 following realignment of the cycle applicable to such Software (see Note 2 below). Absent any further amendment or extension with respect to continuing Software Support Services beyond the expiration date(s), Software Support Services fees for each subsequent Contract Year after the applicable expiration date(s) will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

For a description of the terms of service applicable to Software Support Services for the Continuing Perpetual Software identified below, see www.ellucian.com/contracts-and-documentation.

CONTINUING PERPETUAL SOFTWARE TABLE 1 (PAID IN ADVANCE): ¹

EXPIRATION DATE: June 30, 2025

Description	Maintenance Level	Fee
Banner Operational Data Store Oracle	Advantage Plus	Included
Oracle Data Integrator Enterprise Edition	Advantage Plus	Included
Automatic Agent Pricing per Linux Server	Advantage	Included
Automatic Linux Std Pkg of 2 Automation Engines 1 Banner Agent and GAP	Advantage	Included
TOTAL (for Contract Year ending June 30, 2023) (to be prorated for a partial Contract Year)		\$63,605
TOTAL (for Contract Year ending June 30, 2024)		\$66,785
TOTAL (for Contract Year ending June 30, 2025)		\$70,125

CONTINUING PERPETUAL SOFTWARE TABLE 2 (PAID IN ADVANCE):

EXPIRATION DATE: June 30, 2028 ²

Description	Maintenance Level	Fee
Banner Document Management Integration Component ³	Advantage	Included
Open Text ApplicationXtender Package ³	Advantage	Included
Open Text ApplicationXtender Test Package ³	Advantage	Included
TOTAL (for Contract Year ending June 30, 2023) (to be prorated for a partial Contract Year)		\$7,311
TOTAL (for Contract Year ending June 30, 2024)		\$7,311
TOTAL (for Contract Year ending June 30, 2025)		\$7,677
TOTAL (for Contract Year ending June 30, 2026)		\$8,061
TOTAL (for Contract Year ending June 30, 2027)		\$8,464

TOTAL (for Contract Year ending June 30, 2028)	\$8,887
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Notes to Continuing Perpetual Software Tables 1 and 2:

- ¹ For the avoidance of doubt, Client is already under contract for Software Support Services for Banner ePrint Software (Site License) through June 30, 2023. Banner ePrint is specifically excluded from the defined term Continuing Perpetual Software, and nothing contained herein shall operate to extent, renew, or otherwise amend the terms for Software Support Services for such Software. Neither party will owe the other any new obligations with respect to Banner ePrint after June 30, 2023.
- ² The parties hereby realign Software Support Services for the Software identified in Table 2 from a Contract Year (cycle) from May 1 to April 30 to a new Contract Year (cycle) from July 1 to June 30 (Client has already been invoiced for Software Support Services fees for this Software for the Contract Year ending April 30, 2023). As a result, separate and apart from Client's existing obligation to pay Software Support Services fees for the Software identified in Table 2 for the current Contract Year (through April 30, 2023), Client shall pay a prorated fee for Software Support Services for the partial Contract Year of May 1, 2023 through June 30, 2023 in order to realign to the desired Contract Year.
- ³ The Software indicated by this Note 3 shall be made accessible to Client on an Ellucian managed cloud-provided basis alongside Banner ERP SaaS environment.

AGENDA ITEM 13.(g)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF BOARD POLICIES 3000, 3005, 3020, AND
3023**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, the following Business Services Policies are being presented for approval as follows:

BP3000 Budget Preparation (Revised)
BP3005 Budget Management (Revised)
BP3023 Debt Issuance and Management

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: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 13, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

BUDGET PREPARATION ~~ADOPTION AND DEFINITION~~

3000

POLICY:

Each year, the Superintendent/President or his/her designee shall present to the Board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with State law and regulations, and provide adequate time for Governing Board study. ~~The Budget shall be considered as a controlled spending plan for the year adopted. With the exception of the Student Body Budget, the budgets adopted by the Governing Board shall be developed in accordance with the California Education Code and the California Community Colleges Budget and Accounting Manual, and shall be developed to reflect the goals, budget priorities and operational priorities of the Governing Board.~~

~~The Student Body Budget shall be adopted as provided for in the Constitution of the Associated Students of Solano College (ASSC) and shall be presented to the Governing Board for review and informational purposes.~~

Budget development shall meet the following criteria:

- The annual budget shall support the District's master and educational plans.
- Assumptions upon which the budget is based are presented to the Board for review.
- A schedule is provided to the Board by June 1st of each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. At the public hearings, interested persons may appear and address the Board regarding the proposed budget or any item in the proposed budget.
- Changes in the assumptions upon which the budget was based shall be reported to the Board in a timely manner.
- Budget projections address long-term goals and commitments.
- Budget projections shall support student success, diversity, equity, and inclusion

**REFERENCES/
AUTHORITY:**

California Code of Regulations, Title 5, Section 58300 et seq.

Education Code Section 70902(b)(5)

ACCJC Accreditation Standard III.D

BP 3000

ADOPTED:

November 1, 1971

REVISED:

January 21, 1987; May 17, 2000; October 18, 2006, **Insert Revision Date Here**

REVIEWED:

2008 – No Updates, **Insert Review Date Here**

SOLANO COMMUNITY COLLEGE DISTRICT

BUDGET MANAGEMENT DISTRICT FISCAL POLICY

3005

POLICY: The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

- The District's unrestricted general reserves shall be no less than the minimum reserve required by the California Community Colleges Budget and Accounting Manual, which is 5%. The Board seeks a healthy reserve level as recommended by the Government Finance Officers Association of two months of operating expenditures, or about 16.7%.

- Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies. They are available for appropriation only upon a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.

- Board approval is required for changes between major expenditure classifications. Transfers from the reserve for contingencies to any expenditure classification must be approved by a two-thirds vote of the members of the Board. Transfers between expenditure classifications must be approved by a majority vote of the members of the Board.

REFERENCES/ AUTHORITY:

California Code of Regulations, Title 5, Sections 58307 and 58308

~~The Governing Board recognizes the importance of fiscal stability in the District and hereby directs the Superintendent/President:~~

- ~~a. To provide responsible stewardship of available financial resources.~~
- ~~b. To develop and implement fiscal planning processes that directly support the strategic plan (vision, mission, directions, and strategic goals) and are structured on constituency input.~~

- c. To maintain adequate cash and fund balance reserves to meet short and long term needs, obligations and liabilities.
- d. To establish and maintain an annual general fund reserve equal to 5% of annual unrestricted expense.
- e. To limit the District's exposure to undue liability and risk.
- f. To identify sources of revenue prior to making short and long term commitments.
- g. To establish and maintain an annual budget of ½ of 1% of annual unrestricted expense for the repair and replacement of equipment and facilities needed to sustain instructional and support programs.
- h. To ensure that auxiliary activities having a fiscal impact on the District are consistent with the instructional mission of the District and comply with sound business, accounting, budget, and public disclosure and audit principles.
- i. To incorporate fiscal responsibility and staff accountability in the organizational structure.
- j. To ensure there is timely reporting to allow budget managers to effectively manage their fiscal responsibilities.
- k. To seek alternative funding sources.
- l. To keep the Governing Board informed regarding the current fiscal condition of the District as an integral part of the decisionmaking processes.
- m. To maintain an effective and efficient information system in order to provide timely, accurate and reliable fiscal information. **Budget Policies**

The District's annual budget will ensure and maintain fiscal stability and identify resources to meet the objectives of strategic planning. Budget development will occur through the shared governance process. The Vice President of Administrative and Business Services is responsible for submitting a budget to the

Superintendent/President that complies with state and Governing Board policies.

Budget Development

The Superintendent/President or his/her designee shall direct appropriate staff to prepare and submit to the Governing Board, in June, a tentative budget for the ensuing fiscal year. The tentative budget will be filed with the appropriate state agencies on or before July 1 each year. The annual District budget will be prepared in conformance with the California Community College Budget and Accounting Manual, and in conformance with provisions of the Education Code. Development of the budget shall begin early in the calendar year in order to provide ample opportunities for the Governing Board, staff and constituencies to consider all relevant data, parameters and issues prior to Board adoption at a regularly scheduled meeting. The final budget will be approved by the Board within 60 days after the approval of an annual state budget.

Education Code Section 70902

California Code of Regulations, Title 5, Sections 58301 et seq.

June 15, 2005

2008 — No Updates

ADOPTED: June 15, 2005

REVISED: Insert Revision Date Here

REVIEWED: Insert Review Date Here

SOLANO COMMUNITY COLLEGE DISTRICT

BUDGET— FISCAL MANAGEMENT

3020

POLICY:

The Superintendent/President or his/her designee shall establish procedures to assure that the District's fiscal management is in accordance with the principles contained in Title 5, Section 58311, including:

- Adequate internal controls exist.
- Fiscal objectives, procedures, and constraints are communicated to the Governing Board and employees.
- Adjustments to the budget are made in a timely manner, when necessary.
- The management information system provides timely, accurate, and reliable fiscal information.
- Responsibility and accountability for fiscal management are clearly delineated.

The Superintendent/President shall also establish procedures that satisfy the U.S. Education Department General Administrative Regulations (EDGAR) Second Edition for any federal funds received by the District.

The books and records of the District shall be maintained pursuant to the California Community Colleges Budget Accounting Manual.

As required by law, the Governing Board shall be presented with a quarterly report showing the financial and budgetary conditions of the District.

As required by the **California Community Colleges** Budget and Accounting Manual, expenditures shall be recognized in the accounting period in which the liability is incurred, and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

REFERENCES/ AUTHORITY:

Education Code Section 84040(c)
California Code of Regulations, Title 5, Section 58311

ACCJC Accreditation Standard III.D
2 Code of Federal Regulations Parts 200.302 subdivision
(b)(6)-(7), 200.305, and 200.400 et seq.

JEH/jka

BP 3020

ADOPTED: November 1, 1971

REVISED: January 21, 1987; May 17, 2000; April 4, 2001; October 18, 2006; , **Insert**
Revision Date Here

REVIEWED: 2008 – No Updates, **Insert Review Date Here**

SOLANO COMMUNITY COLLEGE DISTRICT

DEBT ISSUANCE AND MANAGEMENT

3023

POLICY: The Superintendent-President shall establish procedures to ensure the District is professionally managing its debt and fulfills its annual debt issuance reporting requirements to the California Debt and Investment Advisory Commission.

-

Procedures shall include:

- The purposes for which the debt proceeds may be used.
- The types of debt that may be issued.
- The relationship of the debt to, and integration with, the District's capital improvement program or budget, if applicable.
- Policy goals related to the District's planning goals and objectives.
- The internal control procedures that the District has implement, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

REFERENCES/

AUTHORITY:

California Government Code Section 8855

ADOPTED: Insert Adoption Date Here

REVISED:

REVIEWED:

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH AMERICAN SOCIETY OF
COMPOSERS, AUTHORS AND PUBLISHERS TO USE
COPYRIGHTED MUSICAL COMPOSITIONS**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

This agreement with the American Society of Composers, Authors and Publishers (ASCAP) allows Solano Community College limited use of copyrighted musical compositions when performing publicly and non-dramatically the copyrighted musical compositions in ASCAP's repertory. Approval of this agreement allows use of copyrighted music for performance and marketing purposes and particularly benefits students in our Theatre, Dance, Music, and Athletic programs. This annual agreement covers the current academic year with a cost of \$5,158.28.

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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$5,158.28
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

September 6, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

COLLEGES AND UNIVERSITIES LICENSE AGREEMENT (One Tier)

Agreement made and entered into this July 1, 2022 (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, with its principal offices located at 2 Music Square W; Nashville, TN 37203, hereinafter referred to as "ASCAP", and

Solano Community College, a College or University with its principal offices located at 4000 Suisun Valley Road Fairfield CA 94534

hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, ASCAP's writer and publisher members have authorized ASCAP to license, on a non-exclusive basis, non-dramatic public performances of their copyrighted musical compositions; and

WHEREAS, Licensee is an institution of higher education and desires to perform publicly and non-dramatically the copyrighted musical compositions in ASCAP's repertory during the period hereof.

Now, therefore, the parties hereto mutually agree as follows:

1. Definitions

As used in this Agreement,

- (a) The term "Licensee" shall include the named institution and any of its constituent bodies, agencies or organizations, including, but not limited to, any organization such as a fraternity, sorority, social club or other organization affiliated with Licensee and located on or off Licensee's campus, which is operated for the benefit of Licensee or its faculty, staff, students or alumni.
- (b) The term "premises" shall include Licensee's campus(es) and any site located off Licensee's campus which has been engaged by Licensee for use by Licensee and any of its constituent bodies, agencies or organizations, including, but not limited to, those locations where college groups such as bands or choruses perform as part of their non-profit, community outreach and educational activities, provided that such events are not promoted or sponsored by a third party.
- (c) The term "full-time student" shall be the sum of: (i) all full-time undergraduate and graduate students; and (ii) one-third of all part-time undergraduate and graduate students. If, during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in Subsection (ii) of this Paragraph is changed by the Integrated Post-Secondary Education Data System (IPEDS) or any superseding survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said Subsection (ii) as of the effective fall academic term.
- (d) The term "musical attractions" shall mean concerts, shows, recitals, dances and other similar performances.
- (e) The term "school year" shall mean the twelve-month period commencing September 1 of any calendar year during the term hereof.
- (f) The term "CPI adjustment" shall mean the difference in the Consumer Price Index, All Urban Consumers - ("CPI-U"), as determined by the United States Department of Labor, between the preceding July and July of the specified year.
- (g) "Internet Site or Service" shall mean a site or service accessible via the Internet or a similar transmission facility from which audio content is transmitted to "Users" and from which Users may download or otherwise select particular musical compositions or programs containing musical compositions and that has either the principal Universal Resource Locator (URL) of _____ or any other URL operated or maintained by Licensee, including the websites of Licensee owned and operated Radio Stations.
- (h) "Internet Transmissions" shall mean all transmissions of content to Users from or through Licensee's Internet Site or Service, or from any other Internet site or service pursuant to an agreement between Licensee and the operator of the other Internet site or service, when accessed by means of any connection from Licensee's Internet Site or Service.
- (i) "Locally Originated Programming" shall mean television programming produced or which is inserted locally by Licensee or through an interconnect (an association of two or more cable systems for the purpose of distributing advertising or programming simultaneously) or otherwise originating by or on "Licensee's Cable Television System" including, without limitation, (i) programming on locally-originated channels, including advertising and promotional materials thereon; (ii) programming on public, educational and governmental ("PEG") access channels; (iii) public service

announcements; (iv) programming on leased access channels; and (v) advertising and promotional materials inserted locally or through an interconnect by or on behalf of Licensee into national, regional or local cable programming services.

(j) "Licensee's Cable Television System" shall mean a cable television system, system of closed circuit distribution, MMDS, internet, broadband, including any linear feed via the Internet, broadband or other online service or other means of distribution which is owned and operated by Licensee and by which Licensee transmits Locally Originated Programming on Licensee's campus, except that it shall not include free over-the-air broadcast television.

(k) "Intranet Transmissions" shall mean transmissions that can only be accessed through an internal computer network accessible only to faculty, staff, students, and other members of the campus community who authenticate themselves through a secure access system.

(l) "Radio Station" shall mean a radio station licensed for non-commercial educational broadcasting that is not qualified under the rules of the Corporation for Public Broadcasting for receipt of community service grants.

(m) "Users" means all those who access Internet Transmissions.

2. Term of License

This Agreement shall be for an initial term of one (1) year, commencing July 1, 2022, which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

3. Grant of License

ASCAP hereby grants to Licensee for the term of this Agreement a non-exclusive license to perform publicly, or cause the public performance, on Licensee's premises, of non-dramatic musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. Such performances shall include performances presented under the auspices of Licensee, including, but not limited to, performances by faculty, staff, students or alumni of Licensee while performing under the auspices of Licensee and shall include performances by means of Internet Transmissions, including webcasts of Licensee owned and operated Radio Stations, Intranet Transmissions and Licensee's Cable Television System.

4. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, and is limited to the Licensee and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises, other than by means of (i) music-on-hold telephone systems operated by Licensee at the premises; (ii) Licensee's Internet Site or Service; (iii) Licensee's Intranet transmissions; and (iv) Licensee's Cable Television System.

(c) This license does not authorize performances at any musical attraction that is co-sponsored, co-promoted or co-presented by Licensee and any other entity engaged in the business, whether for-profit or not-for-profit, of promoting or presenting musical attractions.

(d) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. Paragraph 116.

(e) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue or ballet.

(f) ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license, to the extent it covers Licensee's Internet Site or Service, is limited to performances presented by means of Internet Transmissions, and by no other means; provided, however, that (i) nothing in this Agreement authorizes such performances when transmitted from Licensee's Internet Site or Service pursuant to an agreement between Licensee and any other Internet site or service operator, when accessed by means of a connection from that other Internet site or service, even if such performances fall within the definition of Internet Transmissions; and provided further, that (ii) if Licensee is an Internet access provider, nothing in this Agreement authorizes such performances when transmitted from or through any homepage(s) hosted on Licensee's Internet Site or Service for those for whom Licensee provides Internet access, provided however, that this license shall cover webpages maintained by Licensee's departments, schools, centers and other units, as well as by faculty and staff as part of their official duties and responsibilities to Licensee.

(h) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to any User or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this Agreement, including but not limited to, transferring or downloading any such musical compositions to a computer hard drive or otherwise copying the composition onto any other storage medium.

(i) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this Agreement.

5. License Fees, Reports and Payments

(a) In consideration of the license granted herein, for the following periods, Licensee agrees to pay ASCAP a Base or Minimum License Fee and a Cable License Fee, if applicable, for performances of Locally Originated Programming by means of Licensee's Cable Television System.

(i) The Base License Fee and the Cable License Fee, if applicable, shall each be based on the number of fulltime students during the fall of each year of this Agreement:

Period	Minimum and Base License Fee	Cable License Fee
July 1, 2007- June 30, 2008	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student
July 1, 2008- June 30, 2009	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student

(ii) The Base, Minimum and Cable License Fee for the contract year commencing July 1, 2009 and each subsequent contract year of this Agreement shall be the Base, Minimum and Cable license fees for the preceding contract year, adjusted in accordance with the CPI Adjustments as defined above.

(iii) In the event that at any time during the initial term of the License the total annual fees payable by Licensee to another performance rights organization for the same performance rights as included herein ("Comparable Fees") exceed the total Base, Minimum and Cable License Fees payable by Licensee hereunder for such year, ASCAP may terminate this Agreement with thirty (30) days written notice.

(iv) Licensee shall report to ASCAP the number of full-time students during the fall of each year by November 1 of each year. Licensee shall also report at that time whether it provides Locally Originated Programming by means of a Cable Television System. License fees shall be payable by January 20 of each year of this Agreement.

(b) All license fees based upon the number of full-time students payable pursuant to Paragraphs 5(a) shall be computed to the nearest tenth of a cent.

(c) Licensee agrees to report to ASCAP, on forms supplied free of charge by ASCAP, simultaneously with payment of said license fees, Licensees' total full-time student enrollment.

(d) In the event Licensee shall fail to pay license fees due hereunder by April 30 of the year in which they are due, Licensee agrees to pay a finance charge on the license fees due of 1½ % per month, or the maximum rate permitted by the law of the state in which Licensee is located, whichever is less, from the date such license fees became due.

(e) Licensee agrees to furnish quarterly to ASCAP copies of all programs of musical works performed by Licensee in each of its musical attractions presented during the previous quarter, which are prepared for distribution to the audience or

for the use or information of Licensee or any department thereof, and program schedules for Licensee's Cable Television System. Copies of programs of Licensee's musical attractions shall include all encores to the extent possible. Licensee shall be under no obligation to furnish such programs when they have not been otherwise prepared.

6. Reservation of Rights

The parties hereto expressly reserve all rights and privileges accorded by the Copyright Act of 1976, as amended, and other applicable laws.

7. Breach or Default

Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In this event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.

8. Interference in ASCAP's Operations

In the event of:

- (a) Any major interference with the operation of ASCAP in the state, territory, dependency, possession or political subdivision in which Licensee is located, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights; or
- (b) Any substantial increase in the cost to ASCAP of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights

ASCAP shall have the right to terminate this Agreement forthwith by written notice, and, in the event of such termination, shall refund to Licensee any unearned license fees paid in advance. The written notice provided by ASCAP shall explain the specific reason why it is terminating the license.

9. Indemnity Clause

ASCAP agrees to indemnify, save and hold harmless and to defend Licensee from and against all claims, demands and suits that may be made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in ASCAP's repertory which are written or copyrighted by members of ASCAP. Licensee agrees to give ASCAP prompt notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and Licensee shall cooperate fully with ASCAP in such defense. Licensee, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. ASCAP agrees at the request of Licensee to cooperate with and assist Licensee in the defense of any action or proceeding brought against it with respect to the performance of any musical compositions contained in the ASCAP repertory, but not copyrighted or written by members of ASCAP. This Paragraph 9 shall not apply to performances of any works that may be restricted under Paragraph 4(f) of this Agreement.

10. Availability of Other License Agreements

In the event ASCAP offers any other type of license agreement to colleges or universities, Licensee may elect to enter into such other type of license agreement. Such election shall be prospective only, shall be effective at the beginning of the school year, and shall be accomplished by serving written notice on ASCAP of such election at least thirty (30) days prior to the commencement of said school year.

11. Notices

All notices shall be given in writing by United States certified mail sent to either party at the address stated above. Notices to ASCAP shall be made to the attention of: Director, Symphonic and Educational Licensing. Notices to Licensee shall be made to the attention of _____. Each party agrees to inform the other of any change of address.

12. Modification of Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. Licensee recognizes that ASCAP must license all similarly situated users on a nondiscriminatory basis. Licensee agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other colleges or universities, shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

13. Execution

This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original by the duly authorized representatives of ASCAP and Licensee all as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE Solano Community College

By _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



Allen Alexander
Director of Symphonic & Educational Licensing
Phone: 1-800-652-7227 #1

2022 - 2023 College and University Student Enrollment Report - One Tier

Account Number: _____

Premise Name: _____

PLEASE NOTE THAT THIS REPORT IS DUE NOVEMBER 1, 2022

Total of the next two lines, "Full Time Student Equivalent" (FTE) enrollment in Fall 2022

The number of all full-time undergraduate and graduate students

Plus one-third of all part-time undergraduate and graduate students

Step 1 - Base License Fee

43 Cents Per "Full Time Student Equivalent"

\$ _____

(Result rounded to the nearest 10th of a cent)

or Minimum Base License Fee: \$353.00

Higher amount of either Base or Minimum Fee =

\$ _____

Step 2 - Cable License Fee

\$0.084 Per "Full Time Student Equivalent"

\$ _____

(Result rounded to the nearest 10th of a cent)

Total Licensing Fees (Step 1 + Step 2):

\$ _____

Note: For Licensee's reporting enrollment for multiple campuses or institutions, please attach a list of the individual schools for which enrollment is being reported.

I hereby certify that the foregoing statement is true and correct as of this _____ day of _____, 20____.

Licensee (College or University)

(College or University) City & State

Signature

Please Print Name

Telephone Number

Title

Fax

Email Address

Name, Address, and Telephone Changes

University: _____

Mailing Address: _____

Telephone: _____

Contact Name: _____ E-mail Address: _____

American Society of Composers, Authors and Publishers

PO Box 331608, Nashville, TN 37203-7515

INVOICE

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

September 6, 2022

Re: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Billing Period: July 1, 2022 Thru June 30, 2023

Annual Rate:	\$5,158.28
	\$5,158.28
Amount Due	

The only credit cards ASCAP accepts are MasterCard, VISA and American Express

Payment Amount: \$_____

*Check No: _____

Credit Card No: _____ Expiration Date: _____

VISA _____ Mastercard _____

Name exactly as on Card: _____

Signature: _____

Cardholder acknowledges receipt of good and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

License fees due and payable in advance. Retain bottom portion for your records.

Solano Community College

4000 Suisun Valley Road
Fairfield, CA 94534

Billing Period: July 1, 2022 Thru June 30, 2023

Annual Rate:	\$5,158.28
	\$5,158.28
Amount Due	



DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 21751 of the California Business and Professions Code:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract; and

(2) ASCAP makes available electronically to proprietors the most current available list of ASCAP members and the most current available list of performed works that ASCAP licenses.

You may obtain *gratis* the most current available list of ASCAP's members -- in either printed form or on diskette -- by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, Attention: Head of General Licensing.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. A searchable database of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, is available online at the ASCAP Web Site, www.ascap.com/repertory (use the "ACE" function to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that provided by "ACE" is also available on a USB drive, free of charge, by written request to ASCAP, 250 West 57th Street; New York, NY 10107, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608, Nashville, TN 37203-7515, attn: Head of General Licensing. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Head of General Licensing at a cost of \$2200.00 plus shipping and handling (the listing is thousands of pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address.

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH XAP CORPORATION FOR
ETRANSCRIPT CALIFORNIA SYSTEM**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Solano Community College is participating in the California Virtual Campus – Online Education Initiative (CVC-OEI) which gives students seamless access to online courses across a consortium of participating colleges. This agreement with XAP Corporation permits use of the eTranscript California System for transmittal of academic transcripts between CVC-OEI colleges.

For FY22-23 the installation and operational cost is \$14,674.00. For FY23-24 the cost will be \$7,557.00.

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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: 14,674.00</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs		
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS 707 864-7117		Celia Esposito-Noy, Ed.D. Superintendent-President
TELEPHONE NUMBER David Williams, Ph.D. Vice President, Academic Affairs		September 21, 2022
VICE PRESIDENT APPROVAL September 7, 2022		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

**California Community Colleges
eTranscript California System
Institution Agreement**

This Institution Agreement is made and entered into this 1st day of July 2022 by and between XAP Corporation (“VENDOR”) and **Solano Community College** (the “Institution”) with respect to the Institution’s participation in an electronic transcript exchange system (the “eTranscript California System”) that is being designed, developed, operated and maintained by VENDOR for Butte-Glenn Community College District (“CLIENT”), acting for the California Community College System (“CCC”).

CLIENT has engaged VENDOR to design, develop, operate and maintain the eTranscript California System. The eTranscript California System will permit transcript data maintained by the Institution, other California Community Colleges and such trading partners as CLIENT may authorize (collectively “Source Institutions”) to upload academic transcripts to the eTranscript California System for release to California Community Colleges and trading partners authorized by CLIENT who are participating in the eTranscript California System (collectively “Target Institutions”). The Institution and other Source Institutions will be able to upload academic transcripts to the eTranscript California System so that a student’s transcript will be transmitted to the designated Target Institution when that Target Institution next downloads transcripts from the eTranscript California System. The Institution and other Target Institutions will be able to download from the eTranscript California System academic transcripts uploaded by a Source Institution for release to the Target Institutions, respectively. In its capacity as both a Source Institution and a Target Institution, the Institution will be able to initiate requests that specific transcripts be sent by Source Institutions to Target Institutions, so long as the Institution is either the Source Institution or the Target Institution with respect to each such request.

The Institution has indicated that it desires to participate in the eTranscript California System, and VENDOR has agreed to provide to the Institution the tools necessary to participate in the eTranscript California System and thereby request the initiation of transcript transactions, receive electronic transcripts from other Source Institutions and send electronic transcripts to other Target Institutions, provided that the Institution executes this Agreement and performs in accordance with the terms hereof.

1. VENDOR shall configure its Control Center, located at control.xap.com (the “Control Center”), to enable the Institution and other Target Institutions to upload transcript data to the eTranscript California System by using the Control Center. VENDOR operates the Control Center for postsecondary educational institutions participating in Internet based systems that VENDOR operates, including Target Institutions participating in the eTranscript California System. VENDOR shall make transcript download preferences available to the Institution, as a Target Institution. The eTranscript California System will make available to the Institution for electronic download from the eTranscript California System those transcripts that are to be transmitted to the Institution. An electronic data interchange (“EDI”) project, which is automatically generated within the Export Wizard, will be made available to the Institution. The Institution may either use the automatically generated EDI project or develop a custom EDI project using the Export Wizard. The Institution may automatically upload

transcript data to its student information systems (“SIS”) by using the Export Wizard to create customized file formats. In order to access the transcript files, the Institution must have access to the Internet. The transcript download functionality will provide the Institution with the following download options:

- (a) PESC/ANSI X.12 College Transcript standard
- (b) The CCC extension (or implementation) of the PESC/ANSI X.12 College Transcript standard
- (c) EDI TS130
- (d) PDF format

2. VENDOR shall configure its Control Center to enable the Institution and other Source Institutions to upload transcript data to the eTranscript California System by using the Control Center. VENDOR shall make transcript upload preferences available to the Institution, as a Source Institution, through the Control Center. In order to upload transcript files to the eTranscript California System, the Institution must have access to the Internet. The transcript upload functionality will provide the Institution with the following upload options:

- (a) PESC/ANSI X.12 College Transcript standard
- (b) The CCC extension (or implementation) of the PESC/ANSI X.12 College Transcript standard
- (c) The CCC Transcript ASCII Extract File structure

3. VENDOR shall configure its Control Center to enable the Institution and other Target Institutions and Source Institutions to request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, one of which is the requesting institution. VENDOR shall make request/response preferences available to the Institution through the Control Center. In order to request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, the Institution must have access to the Internet. The request/response functionality will provide the Institution with the following upload options:

- (a) PESC/ANSI XML standard for the request/response transaction set
- (b) The CCC electronic transcript request (“Data_Dictionary.doc” at <http://etranscriptca.org/>)

4. VENDOR shall establish a private, secure web-interface for the Institution that will provide access to the eTranscript California System and the ability to upload transcript files to the eTranscript California System for transmission to Target Institutions, to download from the eTranscript California System transcript files being directed to the Institution by Source Institutions, and to initiate a request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, one of which is the Institution.

5. VENDOR shall make technically competent personnel and appropriate equipment

available for the purpose of creating the eTranscript California System and administering the eTranscript California System process for the Institution over the Internet. VENDOR will create the eTranscript California System in accordance with the professional standards of the software industry.

6. The Institution agrees to accept and process transcripts received through the eTranscript California System as official transcripts in connection with all Institution business and further agrees that any transcripts it submits to the eTranscript California System for transmittal to other Target Institutions shall be accurate transcripts of the records of the students to which they relate upon which the Target Institutions may rely.

7. The fees associated to the Institution's participation in the eTranscript California System shall be as hereinafter set forth in this Section 7. There are two components to the price.

The first component is the price for installing the eTranscript California System, which is a one time charge with the amount varying based upon when installation occurs.

Date of Installation	Installation Price
TBD	\$7,337.00 (Waived if <u>Receive Only</u>)

The second component is the price associated with the operation and maintenance of the eTranscript California System.

For Solano Community College:

Period of Operation	Operations Price
July 1, 2022 – June 30, 2023	\$7,337.00 (\$2,440.00 if Receive Only)
July 1, 2023 – June 30, 2024	\$7,557.00 (\$2,513.00 if Receive Only)

In the event the Institution participates or changes from receiver to sender status in the eTranscript California System for a portion of an operation and maintenance period that is not precisely one year, the price for operation during such period shall be pro-rated on a linear basis for the period of participation based on the annual fees set forth in the preceding table.

CLIENT shall pay the fees for the Institution's participation in the eTranscript California System so long as the following two conditions are met:

- a. CLIENT continues to receive the grant funds for the use of the eTranscript California System by California Community College District institutions; and
- b. Institution does not remain in BETA for longer than one year.

Should funding to the CLIENT be terminated, for any reason, the Institution shall be solely responsible to VENDOR to pay the fees associated to their participation in the eTranscript California System.

If the Institution is installed to BETA and Institution does not move to the LIVE environment and actively use the eTranscript California System within one year, then the Institution will no longer be eligible for grant funds to be paid on their behalf by CLIENT and will be solely responsible for any fees owing to the VENDOR.

8. The Institution hereby appoints VENDOR as its agent for the limited purpose of transmitting transcripts on behalf of the Institution to other postsecondary educational institutions participating in the eTranscript California System upon the request of the student to whom the transcript relates, which request includes a representation by the student that he or she seeks or intends to enroll in the postsecondary educational institution to which the transmittal of the transcript is being requested. VENDOR hereby agrees that it will utilize the information contained in transcript files submitted by the Institution to the eTranscript California System only for said purpose.

9. VENDOR shall use the transcript data submitted to the eTranscript California System by the Institution only in accordance with the provisions of (i) this Institution Agreement and (ii) all applicable laws governing the privacy of such information.

10. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by VENDOR and utilized in connection with the creation of the eTranscript California System and all other aspects of the design, development, operation and maintenance of the eTranscript California System, including but not limited to the source code, data processing, original artwork, graphic design, trademarks, and the specialized tools utilized to develop and maintain the software utilized in connection with the eTranscript California System, shall under all circumstances be and remain the sole property of VENDOR. The Institution is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the Institution agrees not to engage, directly or indirectly, in any such reverse engineering.

11. The information, ideas, concepts, content, know-how, technologies and other intellectual property provided by the Institution and utilized by VENDOR in connection with the eTranscript California System shall under all circumstances be and remain the property of the Institution.

In Witness Whereof, the undersigned have executed this Institution Agreement as of the date first above written.

Solano Community College

By_____

Name_____

Title_____

Date:_____

XAP Corporation

By_____

Name_____

Title_____

Date:_____

AGENDA ITEM 13.(j)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-07 PROCLAIMING SEPTEMBER 15 -
OCTOBER 15, 2022 AS HISPANIC HERITAGE MONTH AT
SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval of a Resolution to proclaim Sept. 15-Oct. 15, 2022 Hispanic Heritage Month.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

Lisa Neeley, M.A.
Vice President, Student Services

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley, M.A.
VICE PRESIDENT APPROVAL

August 30, 2022
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 21, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING HISPANIC HERITAGE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-07

WHEREAS, The Solano Community College District Governing Board honors the heritage of Hispanic/Latino Americans and acknowledges their many contributions to our Nation; and

WHEREAS, the 2021 National Hispanic Heritage Month theme is “Unidos: Inclusivity for a Stronger Nation,” and

WHEREAS, observance of Hispanic Heritage Month was enacted on August 17, 1988 with passage of P.L. 100-402; and

WHEREAS, not all of the contributions made by Hispanic/Latino Americans to our society are visible or widely celebrated; and

WHEREAS, Hispanic Americans have enriched our nation beyond measure with the quiet strength of closely knit families and proud communities; and

WHEREAS, Hispanic/Latino Americans make up over 27 percent of Solano County’s adult population and 33 percent of Solano Community College District’s full-time student population.

RESOLVED, that the Solano Community College District Governing Board proclaims September 15 – October 15, 2022 as Hispanic Heritage Month.

PASSED AND ADOPTED, This 21st day of September 2022 by the Governing Board Solano Community College District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING HISPANIC HERITAGE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-07

(Continuing – Page 2)

**SARAH CHAPMAN, Ph.D.
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.
SECRETARY**

AGENDA ITEM 13.(k)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-08 PROCLAIMING OCTOBER 2022 AS
FILIPINO HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE.**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval of a Resolution to proclaim October 2022 as Filipino History Month.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

Lisa Neeley, M.A.
Vice President, Student Services

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley
VICE PRESIDENT APPROVAL

August 30, 2022
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 21, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FILIPINO AMERICAN HISTORY MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-08

WHEREAS, The Solano Community College District Governing Board honors the heritage of Filipino Americans and acknowledges their many contributions to our Nation; and

WHEREAS, Filipino Americans are the second largest Asian American group in the U.S. and the second largest ethnic community in California; and

WHEREAS, observance of Filipino American History Month was enacted in 2009 to reflect on the achievements and milestones of Filipino Americans across our Nation and throughout history; and

WHEREAS, with a recorded presence in the U.S. as far back as October 1587, Filipino Americans have served our Nation, defended our democracy, and fought for the promise of a more just and inclusive America; and

WHEREAS, Filipino Americans have continued to serve and sacrifice, working the frontlines of the COVID-19 pandemic; and accounted for nearly a third of all nurses who tragically lost their lives due to COVID-19; and

WHEREAS, Filipino Americans make up over 12 percent of Solano County's population, the largest percentage Filipino population of any County in the United States.

RESOLVED, that the Solano Community College District Governing Board proclaims October as Filipino American History Month.

PASSED AND ADOPTED, This 21st day of September 2022 by the Governing Board Solano Community College District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FILIPINO AMERICAN HISTORY MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-08

(Continuing – Page 2)

**SARAH CHAPMAN, Ph.D.
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.
SECRETARY**

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH INTERACT COMMUNICATIONS
FOR ENROLLMENT MARKETING PROGRAM**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: Board approval is requested for an agreement with Interact Communications for an enrollment marketing strategy program. Program to include Marketing and Recruitment as phase one at a cost of \$160,000 and Conversion and Retention as phase two at a cost of \$92,700.

Marketing and Recruitment will include:

- SCC Branding process to include a comprehensive brand rollout that will celebrate Solano's new brand
- On-Site Brand Triage will outline observations and recommendations to improve student experience

CONTINUED ON 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:

<i>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$252,700.00</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000

TELEPHONE NUMBER

Lisa Neeley
Student Services

VICE PRESIDENT APPROVAL

September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH INTERACT COMMUNICATIONS
FOR ENROLLMENT MARKETING PROGRAM**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☐ **Consent** **OR** ☒ **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

Marketing and Recruitment continued

- Add Media Prefs Research using a comprehensive survey that measures how students are currently Consuming media, and how SCC should communicate with them. This will be an online survey. Tools will be provided to encourage student survey participation
- Marketing Triage will include review of current marketing strategy and provide solutions that SCC can implement immediately and long-term considerations
- 18 Month Marketing Plan will be developed with the team to integrate marketing for SCC. This all in one plan will quickly show how all campaigns are working to drive to our goals
- Phase 1: Enrollment Opportunity Mapping will construct the opportunity chart that maps out Opportunities in several segment
- Phase 2: Recruitment Plan will produce a plan that identifies SCC's goals based on strategic priorities

Conversion and Retention will include:

- Failure-to-Appear Research using a minimum of 45 phone surveys with students who applied to SCC, but failed to register, OR who registered but failed to attend. This will examine why they did not convert from potential students to "actual students. The one-on-one calls will range from 10-15 minutes and examine the core narratives dominant in their decisions.
- Failure-to-Return Research using a minimum of 45 phone surveys with students who were enrolled in Fall 2021, who did not graduate, but failed to return for Spring 2022 will identify factors causing enrolled students to stop out. The one-on-one calls will range from 10-15 minutes and examine why they failed to return and what SCC could have done to impact their decision. The research will provide core narratives as they relate to transitions to online and hybrid learning
- Student Onboarding Process Review and Secret Shopper will follow the student process from application to showing up in class using a review of SCC's website and offerings to new students. Secret Shoppers will enter the SCC admission process to experience the process first hand. The reviews of the process are compared to identify gaps and opportunities to improve and clarify the experience. A report with recommendations will be provided to SCC

Additional terms and conditions are included in the contract agreement.

A copy of the agreement is attached.

Solano Community College

Marketing, Recruitment, Conversion,
and Retention Research and Strategy
Contract Proposal

September 8, 2022

Prepared by:

Alana Villemez
VP of Client Development

Table of Contents

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Our Approach

Solano Community College has arrived at a defining moment. With the ongoing pandemic, the regional shift to online learning, and the impending economic recession, Solano Community College is challenged more than ever to respond to the varied and evolving needs of your communities. At the same time, community colleges face an increasingly competitive landscape as local four-year universities and for-profit institutions spend more resources than ever to capture students who are taking longer than ever to make decisions about college and may even be questioning the value. What's more, community colleges continue to face an ill-founded, yet often-present bias towards four-year schools, while battling an enrollment decline nationwide (averaging eight percent) that is considerably higher than that facing other segments of higher education.

Solano Community College is also on the brink of great change in updating process, systems, and technology to communicate with students and build momentum around staff commitment to implementation and promoting the college in new ways.

These conditions define the need for a partner with deep expertise and experience in creating and managing a comprehensive enrollment marketing strategy that effectively defines and connects the student journey from awareness to enrollment to completion for complex community college systems and their individual colleges.

In order to accomplish this, you need a partner who:

- deeply understands community colleges and the needs of their unique, diverse communities
- can align Solano Community College's brand, marketing, media, and technologies to reach and convert more students
- provides immediate and far-reaching strategies that secure the necessary buy-in and support among all college stakeholders and better aligns their efforts to engage students at every step in the college pipeline from awareness to employment

It's a big job. And it happens to be one that Interact Communications is perfectly suited for.

On the following pages, Interact has proposed a multi-phased approach for Solano Community College to consider based on the college's goals, capacity, and in consideration and alignment with the environmental market forces impacting enrollment below.



PHASE 1: Marketing and Recruitment

Our Unique Branding Process

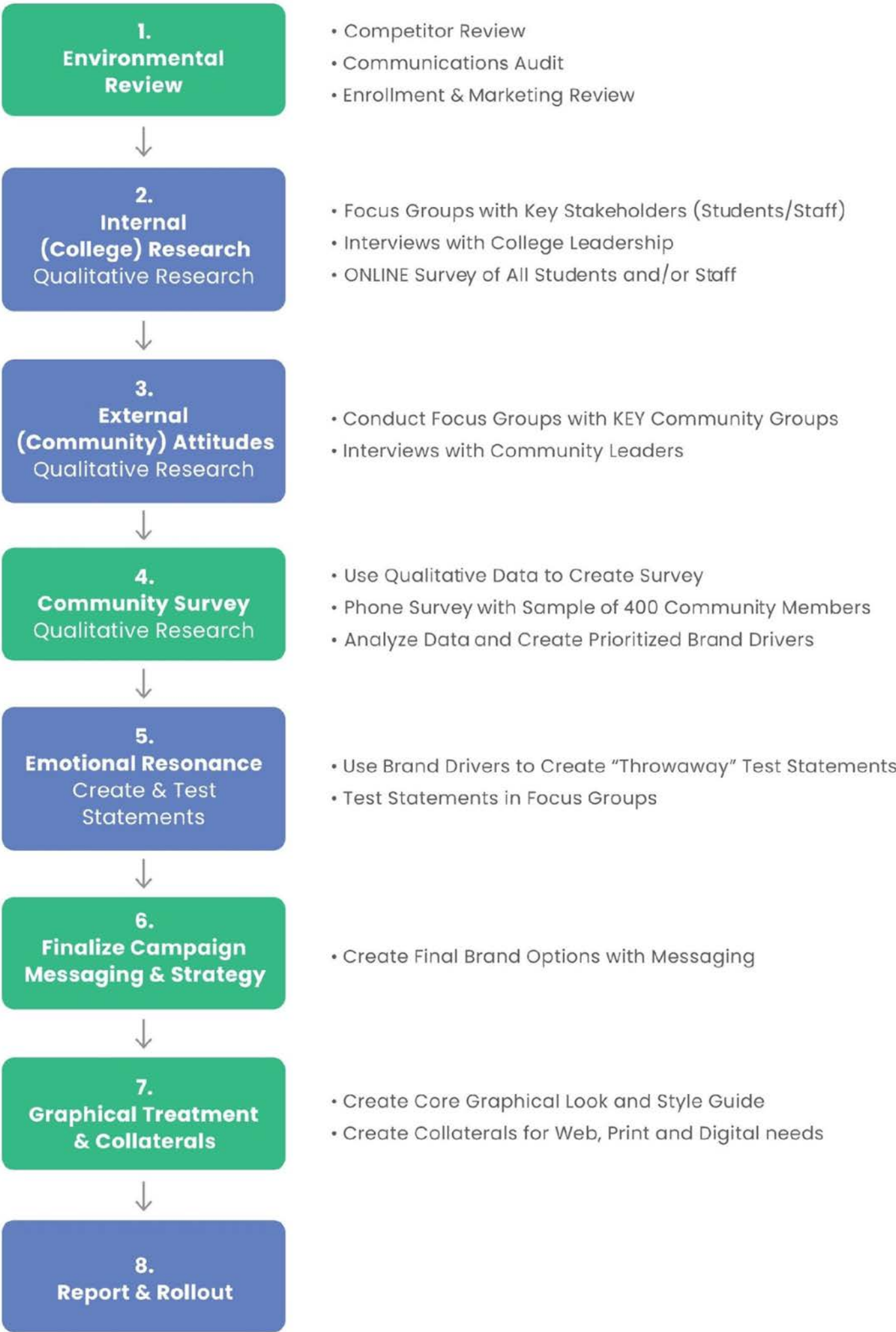
Interact’s proven **branding process** includes an environmental review, internal research (qualitative research), external community attitudes (qualitative research), a brand survey (quantitative research), emotional resonance, a working brand algorithm, graphic treatments, message tracks, and collateral.

This process will provide clarity and consistency in brand positioning for Solano Community College, along with needed flexibility to promote the college and its programs among unique, diverse audiences in multiple media and formats.

It will conclude with a comprehensive brand rollout and brand champion training that will celebrate Solano’s new brand and set it up for enthusiastic adoption, easy maintenance, and continuous evolution and expansion.

Brand Process

KEY



PHASE 1: Marketing and Recruitment

On-Site Brand Triage/Fresh Eyes Visit

In addition to the brand review, one of Interact's senior strategists will conduct an on-site campus branding triage (interior/exterior) to assess the use of the Solano Community College brand, identifying "broken brand windows" and how to fix them, and recommending ideas for improving upon the campus brand experience so that students experience the full capabilities of the brand.

The on-site visit includes an official campus tour (if available), exploring campus, and asking questions in the Admissions department. As part of the data collection, available printed materials are gathered and photographs are taken. This site visit allows us to conduct an analysis of your campus from the perspective of a new student and exposes us to firsthand knowledge of your unique campus culture.

The on-site brand triage will result in a fresh eyes report that will outline the observations made and recommendations to improve the student experience and brand windows and a comprehensive list of what needs to be redesigned in your brand implementation.

PHASE 1: Marketing and Recruitment

Value-Add Media Prefs Research (Fall 2022)

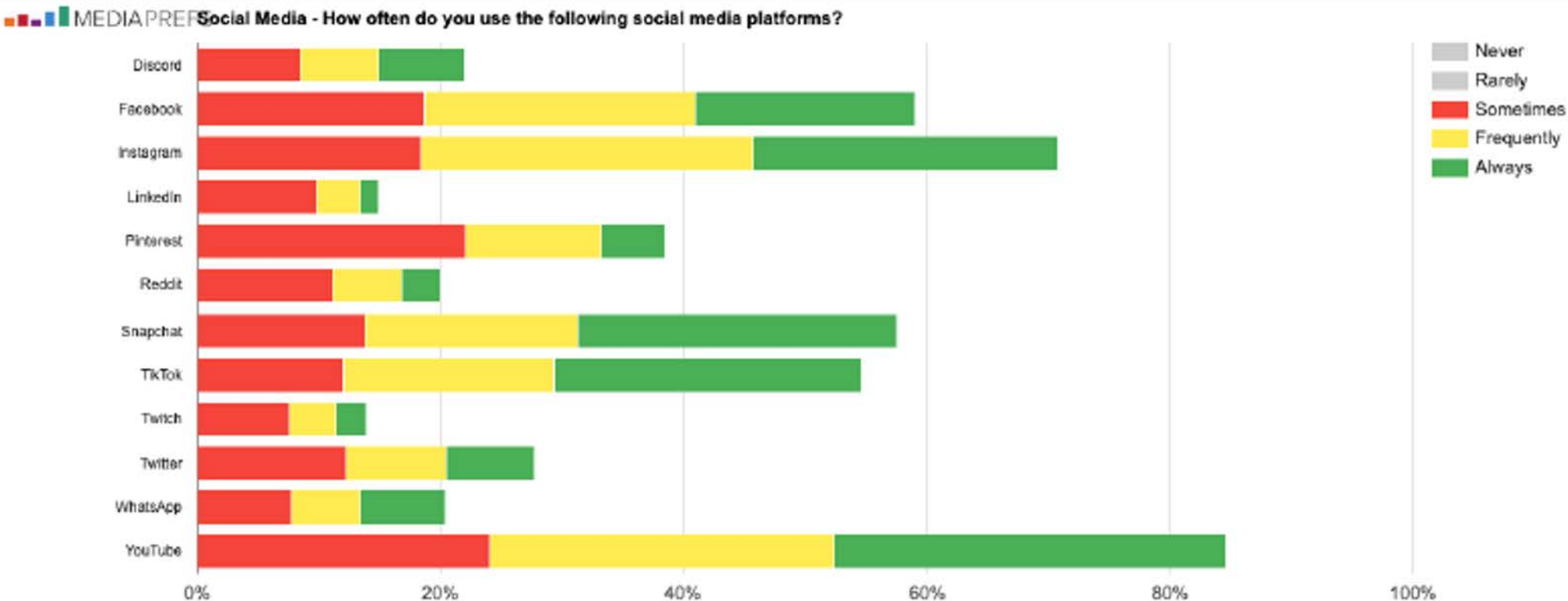
To stay current with data on where, when, and how to best reach and engage Solano Community College students, previously enrolled students, and prospective students, Interact invites the college to participate, at no cost, in the upcoming Fall 2022 Media Prefs survey, which will be open for eight weeks mid-September through mid-November.

Interact’s proprietary Media Prefs tool is a comprehensive survey that measures how students are currently consuming media, and how the college should communicate with them. This completely online survey has approximately 100 quantitative and qualitative questions, covering everything from traditional to new media, and gives the college the ability to discover what media works best for reaching target audiences. In addition, colleges using this tool have the unique ability to manipulate their data and filter by various target audience segments.

In addition to a college’s local data, participating colleges have access to the national database, which has more than 200,000 student responses to be used for marketing decision-making. The charts below represent data gathered from more than 34,000 community college students who participated in Interact’s Fall 2021 and Spring 2022 surveys.

Interact will provide Solano Community College with a digital toolkit and sample advertising plan with comprehensive promotional materials to encourage student survey participation.

To learn more about Media Prefs, visit the Media Prefs webpage at: www.mediaprefs.com

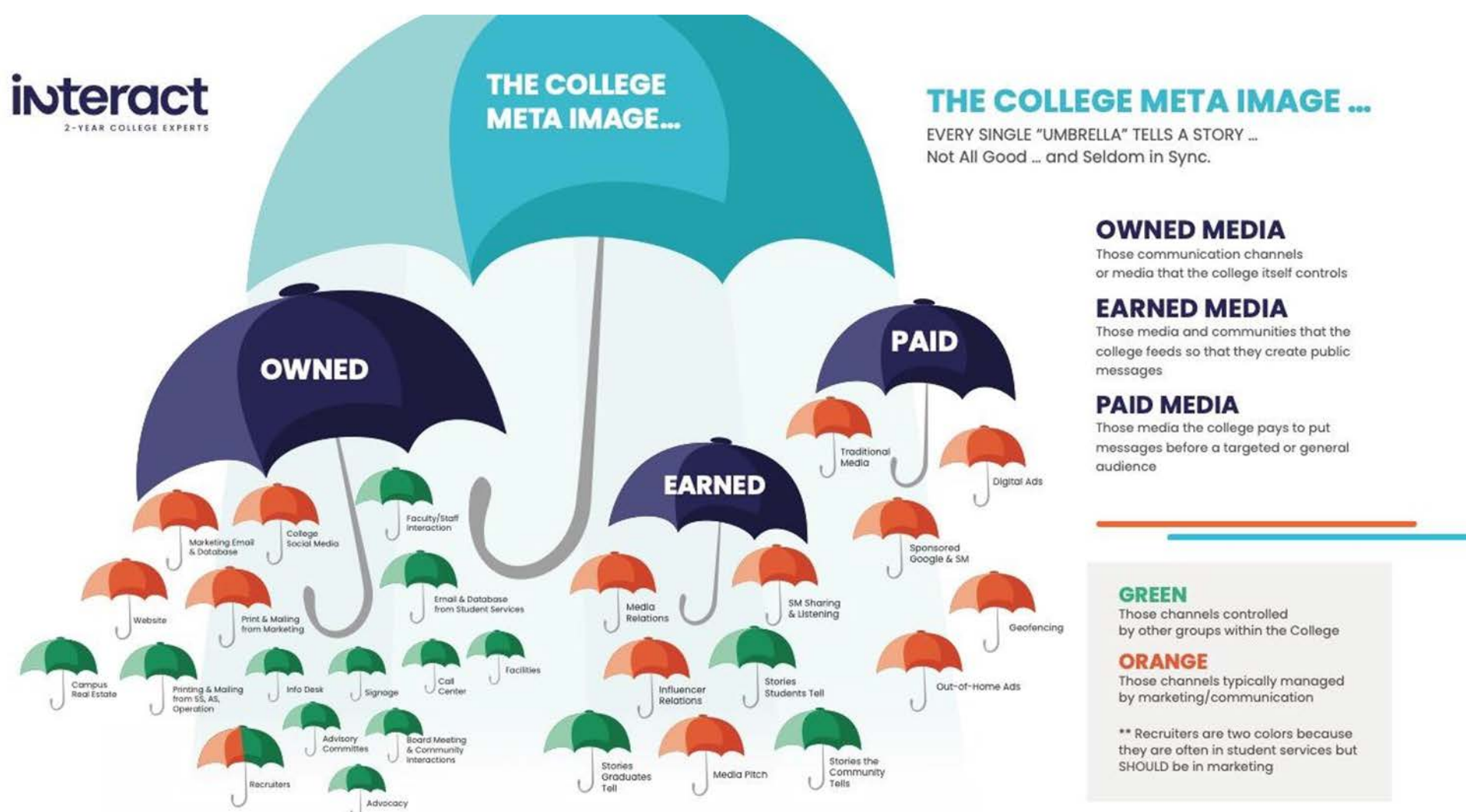


PHASE 1: Marketing and Recruitment

Marketing Triage

Interact’s senior strategists will perform a “triage” on Solano’s current marketing strategy. We will review your current advertising buy and marketing mix plan, along with available internal enrollment data (i.e., applications and registrations). We will review this with the market data from your environmental scan, communication audit, and SWOT analysis to make recommendations for media planning that will leverage owned media, earned media, and paid media (see infographic below). Our triage report will provide “quick-win” solutions Solano can implement immediately and long-term considerations for the new brand launch. It will also include recommendations for marketing and messaging calendars of Solano’s student success resources and registration information.

See infographic below for the media channels Interact will explore with Solano’s Marketing & Communications team as part of this analysis.



18-Month Marketing Plan

Interact will work with your team to **develop an 18-month plan that will integrate marketing for the college.** This plan provides strategic, visual mapping of unique audiences and their personas, a timeline of when campaigns are running and with what tactics and media channels to meet your specified goals and budget, along with evaluation metrics. It also identifies unique marketing tracks that focus on your priority audiences, such as high school prospects and influencers, adult learners, and current students, to coordinate and maximize both recruitment and retention communication efforts employed by Solano Community College communications. The plan will focus on achieving agreed-upon goals, measured by data benchmarks, and delivered on time and on budget. This all-in-one marketing plan includes a color-coded, visual flow illustrating the detailed integration of activities based on the college’s provided academic/enrollment calendar and will quickly show how all of your campaigns are working together to drive your goals.

PHASE 1: Marketing and Recruitment

Enrollment Opportunity Mapping and Recruitment Plan

Phase 1: Enrollment Opportunity Mapping

Construct Solano Community College enrollment opportunity chart that maps out opportunities in the following segments:

- New audience target marketing
- New program outreach
- Inquiry to conversion
- Recapture enrollments
- Current student reenrollment

(See infographic on the right for potential opportunities.)

Phase 2: Recruitment Plan

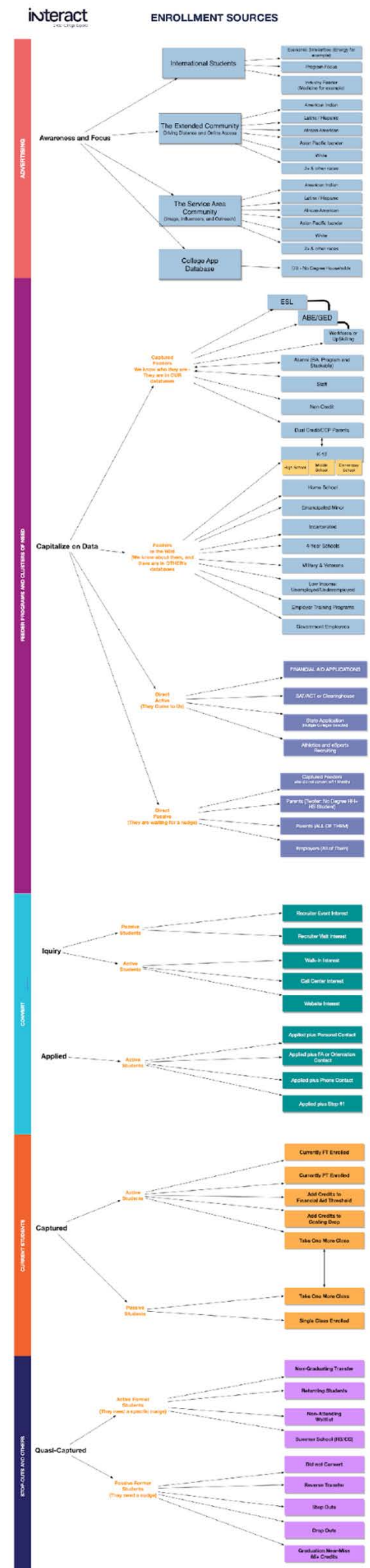
Produce a recruitment plan that identifies your goals based on your strategic priorities. We will interview key Solano CC staff to identify strengths and opportunities. The plan would include the following:

- Enrollment trends
- Evaluation of student segments and recommendations for enrollment targets, including a high/medium/low prospect rating for each group:
 - High school students
 - Dual-enrolled students
 - Working adults
 - Under- and unemployed
 - Foster youth
 - Military
 - GED, ABE
 - Incarcerated

The plan will detail strategies and tactics to:

- Build your college pipeline
- Engage prospects early in the decision process
- Generate digital leads
- Manage web inquiries
- Increase your applicant conversion rate
- Recapture stop-outs
- Invite existing students to return and improve your semester- to-semester retention

Collateral options will be identified, plus a detailed timeline will be included. Critical attention will be paid to connect recruitment plan activities with the marketing plan initiatives.



PHASE 2: Conversion and Retention

Failure-to-Appear Research

To take a deeper dive into the SCC enrollment process and identify the leaks that prevent applicants from enrolling, Interact will **conduct a minimum of 45 phone surveys with students who applied to your college, but failed to register, OR who registered but failed to attend**. This failure-to-appear research examines why they did not convert from potential students into “actual” students, looking for the core narratives dominant in their decisions. Phone calls are one-on-one surveys, ranging from 10–15 minutes. This research also provides insight into messaging we can use in brand positioning to get convert students through your enrollment pipeline.

Timeline: 4–6 weeks (from start of surveys to completed data collection and report)

Failure-to-Return Research

To identify the factors causing enrolled students to stop out, Interact will **conduct a minimum of 45 phone surveys with a segment of SCC students who were enrolled in Fall 2021, who did not graduate, but failed to return for Spring 2022**. The research will examine why they failed to return and what the college could have done to impact their decision, looking for core narratives, particularly as they relate to transitions to online and hybrid learning. Phone surveys are on-on-one interviews, ranging from 10–15 minutes. The research will inform retention messaging for the conversion communications plan (see page 13).

Deliverable: Summary of findings and recommendations for both Failure to Appear and Failure to Return research

Timeline: 4–6 weeks (from start of surveys to completed data collection and report)

Student Onboarding Process Review and Secret Shopper

Interact will conduct a complete review of Solano’s onboarding/intake process, from application to showing up to class, from two unique research approaches:

First, our senior strategists look at your website, forms, and documents to examine how you communicate the workings of your process. We look for the clarity of the process and its explanation, as well as how Solano CC describes the experience. Is the process clear? Are there options if students don’t understand? Are there places for personal touch and relationship building? Are there mechanisms that build grit and support the student commitment to the college? Are there communication “loops” (catch-22s) where students can be caught? All of these issues are examined.

Then we send Interact researchers, “secret shoppers,” to enter the college onboarding system as potential students, experiencing firsthand the message, service, and experience potential students receive. Interact spoofs by phone and web in this process. Speed, thoroughness, and level of personal response, as well as materials sent (as requested), are all part of the secret shopper research. Note: This is a process and experiential spoof of the intake system. Individual college workers are not identified in our report.

These two reviews are then compared to identify gaps and opportunities to improve and clarify the experience. Interact will generate a report and recommendations identifying:

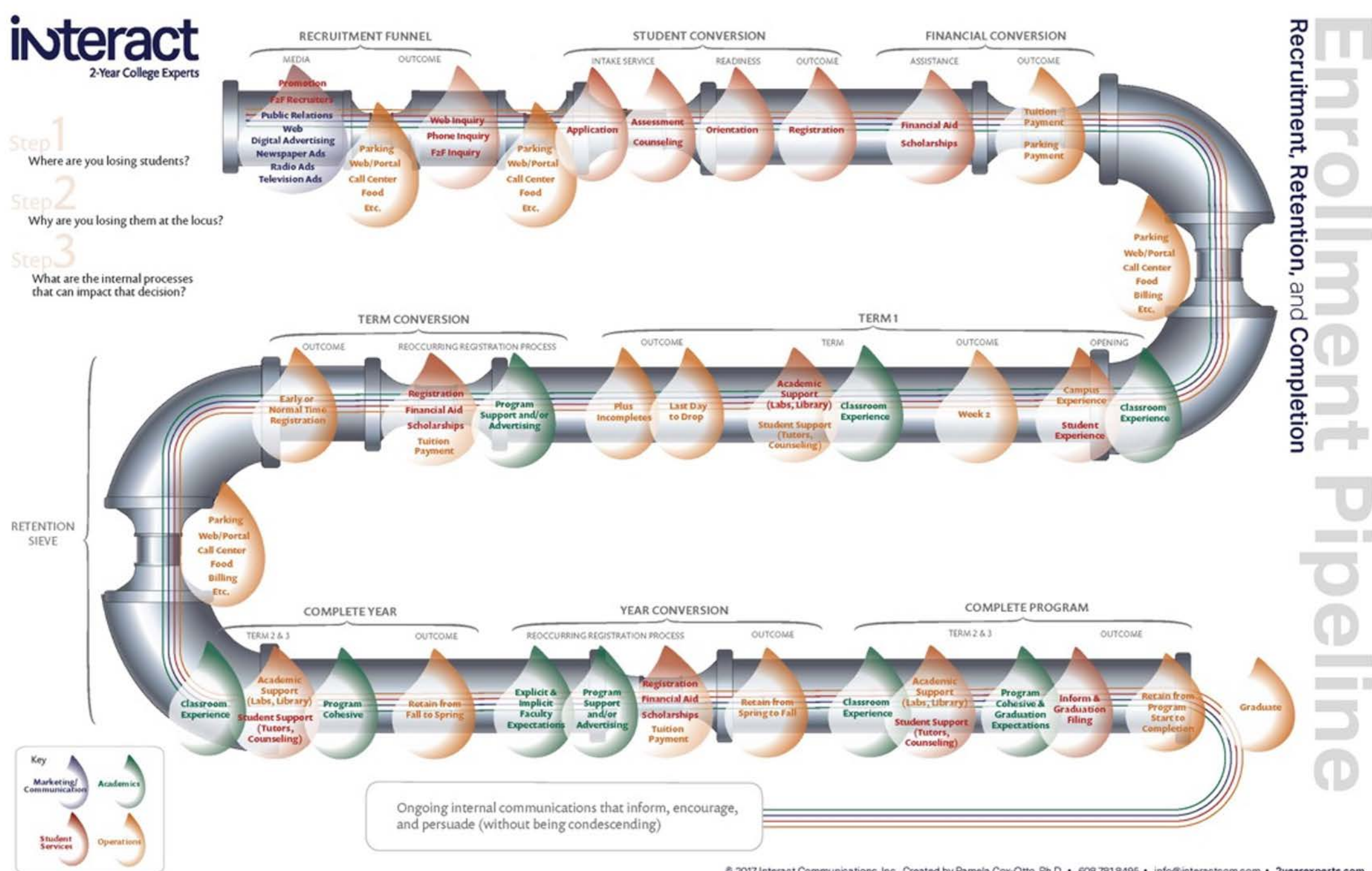
- Where Solano CC can improve your onboarding process
- Where and how your process impacts the student experience both positively and negatively
- Disconnects, lack of clarity, or bias in your process between how it is experienced by the spoofers and explained on your website
- Process and communications recommendations

PHASE 2: Conversion and Retention

Our Insights and Approach: *Conversion Is Key*

One of the most critical elements of increasing enrollment is increasing your conversion rate from application to census day. Most colleges lose anywhere from 40 to 70 percent of their applicants during the onboarding process. This makes your marketing less effective, lowers your enrollment, and, more critically, sends students back out into the community believing that they are not college competent because they could not run the gauntlet of your onboarding process.

While many colleges do analysis to identify sticking points, Interact has developed a series of robust research and analytical tools that allow us to pinpoint critical issues in your entire enrollment pipeline process from first touch to census day and on through key student retention and completion milestones, while offering solid, actionable recommendations to increase your conversion rates. This includes identifying key performance indicators as benchmarks to track progress and measure performance throughout your enrollment pipeline and coaching your staff to understand and identify these markers. (See Interact's enrollment pipeline below.)



Using our insights and conversion-focused approach, Interact provides a comprehensive, data-rich, full-funnel analysis of your Solano CC enrollment pipeline by completing the following **six-step research and analysis process**.

PHASE 2: Conversion and Retention

Deep Full-Funnel Enrollment Conversion Analysis and Strategic Enrollment Conversion Plan

Interact's enrollment conversion analysis is based on the tenants of Guided Pathways to build momentum through the student journey and is focused on helping students increase resilience, and helping colleges increase enrollment. (See chart below.) Analyzing the data and insights from Solano's triage, onboarding process review and audit, and failure-to-appear/return interviews, Interact will develop and present Solano CC with a report of actionable recommendations to guide successful student conversion and communications as it clearly identifies and defines the following critical elements to successful enrollment management.



This process takes a comprehensive approach to examine your vulnerable prospects, provides an understanding of your conversion pipeline and the tipping point where students are likely to convert, provides an outline of the common path students take through your enrollment system (and why it works for them), and combines this data to determine the timing of all onboarding communications.

This process is outlined on the pages that follow.

PHASE 2: Conversion and Retention

1. Vulnerable Prospects:

Colleges frequently talk about vulnerable students, but your college loses enrollment BEFORE they actually register. Interact examines your data to identify those students who not only do not convert to enrollment, but also opt out of your process earlier in the system.

2. We create Solano CC "vulnerability personas" based on your data, which allow us to identify individuals who are likely not to persist to enrollment as well as touch points for how to engage and convert them.

(See sample Interact vulnerable persona below.)

Vulnerable Returning Adult Student

Janelle Robinson
Age: 36
Status: Undecided

Profile: Janelle took classes at your college back in the day, but put her education on the back burner to help raise her family and do well with her job. Now, her children are in high school, and she has been laid off from her job. She knows she needs an education to give her options and a higher income, and she is ready to give school a second chance. She knows it's going to be difficult, but her husband has the "anchor job," and with financial aid, she believes she can return to college.

Motivations	Frustrations
<ul style="list-style-type: none"> Having skills to earn a higher salary Provide opportunities for her children Be a role model for her HS age children Have career options so she is not a "disposable" worker 	<ul style="list-style-type: none"> Time away from her family She is not sure she is "college material" Having classes spread out through the day so her entire day is lost Slow response from her advisor

Goals	Favorite Information Sites
<ul style="list-style-type: none"> She wants the college degree for herself and her family She wants the opportunity to work with employers who see and recognize what she can do She wants to be able to afford college for her children without requiring that they take out full loans 	<ul style="list-style-type: none"> Reddit The Neighborhood Sales/Newspaper Google News

Technology	The Dream
<ul style="list-style-type: none"> Internet at Home/Phone Older Computer Takes Notes on Paper Tech Confident 	<ul style="list-style-type: none"> Safety for herself and family Respect A better life for her children

3. The Tipping Point:

Some colleges have linear onboarding processes, while others have a cafeteria-style approach. In both cases, students are lost during the experience. Interact examines data straight from your student information system and can identify the **tipping point**.

The **tipping point** is how many steps and tasks the student will complete in your process, after which they are statistically likely to complete enrollment. This information can be used to realign your onboarding process, so you provide student prospects with successful experiences that increase their resilience and persistence in onboarding.



The above chart demonstrates the kind of actionable data that Interact will use to develop vulnerable personas for Solano CC.



Example of tipping point data Interact defined with research and analysis Interact conducted for North Central State College.

PHASE 2: Conversion and Retention

4. The Common and Successful Path:

For every onboarding process, there are multiple paths to enrollment. In this process, Interact examines the most **common path** students take through your onboarding services on their way to registration and classes. We then examine the critical path taken by the students who actually persist to census day. In this way, we create the successful path that generated your enrolled students. In comparing those two complex matrices, we are able to provide detailed information and recommendations to improve student conversion rates.



6. Presentation to Solano CC Leadership:

Interact's founder, Dr. Pam Cox-Otto, will meet with Solano CC leadership to present our findings and recommendations, to ensure that critical stakeholders fully understand the enrollment issues and retention factors and how to best address them with both short-term and long-term implementation.

5. Conversion Communications:

Typically, colleges reach out to students anywhere from two weeks to four weeks before the start of the semester, when they are scrambling for enrollment. Untold hours are used calling students who opted out of your onboarding process weeks and even months ago.

Interact has developed a tool that allows us to identify the critical timing elements across your entire onboarding process as well as between individual services in your process. This means we can provide the kind of data that tells you, "if a student applies and then doesn't complete orientation within 9 days, they will opt out of your process."

We use this data to come create the **conversion communications** plan that allows you to use staff time to call, text, and email when it will actually impact a student in a positive way. This will save you critical staff time and increase conversion rates.



This chart shows the detailed, target-rich, multitouch custom conversion communication plan Interact developed to drive "stop-out" re-entry for one of our clients.

Project Timeline

Projected Time to Complete and Estimated Timeline													
Item	Description	Time to Complete	Months										
			1	2	3	4	5	6	7	8	9	10	11
Phase 1: Marketing and Recruitment													
Interact Brand Process													
BRAND PROCESS: Research and Discovery													
Step 1	Discovery Meeting	Within 1 week of contract signing											
Step 2	Internal Stakeholder Research												
2a.	One-On-One Interviews with Key Stakeholders	1-2 weeks											
2b.	Internal Focus Groups	1 week											
2c.	Online Attribute Surveys with Internal Stakeholders	2-4 weeks (while "a" and "b" are being conducted)											
Step 3	External Constituent Focus Groups and SWOT Analysis	3 weeks											
Step 4	Community Survey	4-6 weeks											
BRAND PROCESS: Strategy Development, Visual Identity, and Messaging													
Step 1	Creative Brainstorming and Development of Test Brands	1-2 weeks											
Step 2	Focus Group Brand Testing	1 week											
Step 3	Brand Creative Development	3 weeks											
3a.	Brand Visual Identity Development	4-6 weeks											
3b.	Comprehensive Brand Message Development and Rollout	4 weeks											
BRAND PROCESS: Implementation													
Step 1	Comprehensive Brand Rollout Communication Plan	4-6 weeks (will be developed while brand creative is being developed)											
Step 2	Facilitated Brand Rollout Presentations and Training Sessions	1-2 days											
Step 3	Fresh Eyes Report	3 weeks											
Marketing and Recruitment Strategy													
Step 1	Marketing Triage	2-3 weeks											
Step 2	18-Month Marketing Plan	6 weeks											
Step 3	Enrollment Opportunity Mapping and Recruitment Plan	8 weeks											

Project Timeline

Projected Time to Complete and Estimated Timeline													
Item	Description	Time to Complete	Months										
			1	2	3	4	5	6	7	8	9	10	11
Phase 2: Conversion and Retention													
Step 1	Failure to Appear	4-6 weeks											
Step 2	Failure to Return	4-6 weeks											
Step 3	Student Onboarding Review and Spoofing	10-12 weeks											
Deep Full-Funnel Enrollment Conversion Analysis and Strategic Enrollment Conversion Plan													
Step 1	Vulnerable Prospects	4 weeks											
Step 2	Tipping Point	4 weeks											
Step 3	The Common and Successful Path	4 weeks											
Step 4	Conversion Communication Plans	4-6 weeks											

**Timelines are dependent on the College’s participation. Interact guarantees to meet the agreed upon timeline discussed between Interact and the College during the kick-off meeting. If the College misses milestones or deadlines, Interact cannot guarantee that all deliverables will be provided by the original timeline. Interact will work with your team to be as efficient as possible and provide you with the highest quality of service, offering support and guidance when necessary.*

Phase 1 Cost Proposal

Deliverable	Costing Notes	Total Cost
PHASE 1: Marketing and Recruitment		
Brand Process: Research and Discovery		
Step 1. Discovery Meeting	Inclusive if virtual. Travel and expenses will be added if in-person.	
Step 2. Internal Stakeholder Research:		
a. One-On-One Interviews with Key Stakeholders	\$500/interview (estimate based on 10 virtual interviews)	\$5,000
b. Internal Focus Groups	\$3,500/group (estimate based on 5 virtual groups)	\$17,500
c. Online Attribute Surveys with Internal Stakeholders	\$3,500	\$3,500
Step 3. External Constituent Focus Groups and SWOT Analysis	\$3,500/group (estimate based on 5 virtual groups)	\$17,500
Step 4: Community Survey (Environmental Scan)		\$7,500
Brand Process: Authentic Identity Development		
Step 1: Creative Brainstorming and Development of Test Brands		Inclusive
Step 2: Focus Group Brand Testing	\$3,500/group (estimate based on 4 virtual groups)	\$14,000
Recommended budget set aside to cover \$50 gift card incentives for community traction survey and focus groups	*Solano Community College will only be invoiced for the number of cards issued. Estimated amount is based on use of 300 gift cards.	\$15,000
Step 3: Brand Creative Development		
a. Brand Visual Identity Development	\$10,000 (external scan, logo, and wordmark designs) <i>*includes one round of revisions. Additional revisions can be made at discounted client rate of \$100/hour.</i>	\$10,000
b. Comprehensive Brand Development and Rollout		\$10,000

Phase 1 Cost Proposal

Deliverable	Costing Notes	Total Cost
Brand Process: Implementation		
Step 1. Comprehensive Brand Rollout Communication Plan		\$7,500
Step 2: Facilitated Brand Rollout Presentations and Training Sessions	Inclusive if virtual. Travel and expenses will be added if in-person. *Optional: <i>Interact can provide “brand coaching” for additional groups and/or custom student journey/customer service workshops based on a consulting fee rate of \$150/hour.</i>	
Fresh Eyes Report	Includes a one-day visit to college campus to identify broken brand windows and provide implementation report for brand updates on campus (inclusive of T&E)	\$12,500
Marketing and Recruitment		
Media Prefs		Value add of \$3,500
Step 3: Marketing Triage		\$10,000
18-Month Marketing Plan		\$15,000
Enrollment Opportunity Mapping and Recruitment Plan		\$15,000
Phase 1: Marketing and Recruitment Total Cost		\$160,000

Phase 2: Conversion and Recruitment Cost Proposal

Deliverable	Costing Notes	Total Cost
PHASE 2: Conversion and Retention		
Failure-to-Appear Survey		\$15,000
Failure-to-Return Survey		\$15,000
Honorarium for Failure to Appear and Return Survey (\$30 gift cards for 90 survey participants)		\$2,700
Student Onboarding Process Review and Spoofing		\$10,000
Deep-Funnel Enrollment Conversion Data Analysis		\$30,000
Conversion Communication Plans		\$20,000 for primary plan and \$5,000 for audience-specific plan (optional)
Phase 2: Conversion and Retention Total Cost:		\$92,700

Total Cost Proposal

Deliverable Phase	Cost
Phase 1: Marketing and Recruitment Total Cost	\$160,000
Phase 2: Conversion and Retention Total Cost:	\$92,700
GRAND TOTAL	\$252,700

Agency will be compensated, and Client will be billed a flat fee of 50% upon contract signing and 50% upon completion of each deliverable, on a monthly basis. All Travel and Expenses incurred will be billed at direct cost.

Any changes to the contract will be noted and will require signed authorization in the form of a change order. Interact has priced the cost of services individually and each costing has limitations associated with the scope as outline in the approach and to be finalized in a formal scope of work.

Signature

Any other services that Solano Community College requires outside of the stated parameters of this contract will be furnished at our best client pricing. Any changes to the contract will be noted and will require signed authorization in the form of a change order. Media placements and direct mail costs require 100% pre-payment before placement. Billing is 100% upon completion of deliverable phase on a monthly basis, except for collateral development where the billing is 50% upon completion of deliverable phase. For instance, creative and collateral development will be billed 50% upon writing and 50% upon design and completion, for 100% billing of deliverable.

This agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein.

Agreed to on behalf of:

Solano Community College

Agreed to on behalf of:

Interact Communications

Name/Title

Alana Villemez,
VP of Business Development

Signature



Date

September 8, 2022

About Interact

Dr. Pamela Cox-Otto, Ph.D. started Interact Communications in 1996 as a small community college consulting firm focused on meeting the marketing needs of community and technical colleges. From that small beginning, Interact has grown to a national company with three offices, serving more than 750 two-year schools during its history.

As founder, Dr. Cox-Otto still focuses on hiring professionals with two-year college experience. Virtually all of Interact's employees have worked on projects for community colleges, attended a community college as a student, or served as staff, faculty, or college leadership, and many have been all three.

As an agency, we bring:

- A 26-year history focusing solely on the marketing and enrollment needs of two-year colleges
- 45 cumulative years in educational research
- A leadership team with more than 110 years cumulative experience in community college marketing
- Complete in-house research, marketing, strategy, and media services
- 65 cumulative years in two-year college marketing and recruiting
- 70 cumulative years in media and message design for community college markets
- 65 years in communications campaign planning and implementation

Throughout the years, as Interact gained more clients and additional experience, the company expanded into full research services, a full strategy and creative team, and has developed full products focused on solving the issues of community colleges.

Interact is the only marketing company to offer the annual [Media Preferences](#) study (with more than 300 colleges planning to participate this fiscal year alone), the annual community college marketing trends study, and the newly launched "Big 4" research product offering longitudinal research on college community image, college climate, student satisfaction, and equity readiness.

Most recently, Interact has begun work with Spokane Community College and Spokane Falls Community College to coach and counsel their teams through strategic enrollment management and have coached several colleges in the past, including Fox Valley Technical College, enabling them to reach their goals in 2021.

Unlike other agencies, your district or college is not a market segment to us. Your communities are our core focus. Helping your college lift up students to a new life with new possibilities is our mission. Servicing colleges like yours is our calling.

Since the start, our mission has been to help our clients lift up students who are often left behind, so they can live their best lives.

Dr. Pam Cox-Otto created Interact for this sole purpose. With this in mind, we have focused on providing real results to two-year colleges and partners — especially when it comes to reaching strategic goals. Interact is known not only for strong research and creative capabilities, but also for the expertise we bring to strategic enrollment, which encapsulates our communication plans, triage services, coaching and team training, and more!

We are a partner to community colleges, districts, teams, organizations, and individual team members. Our talented creatives and experienced strategists know how to bring creative work to life and get results. And if the tools don't exist yet, we'll create them to help lift up colleges like yours. This isn't just part of the services we offer — it's what we live and breathe every day.

In summary, what about Interact’s experience sets us apart from other firms?

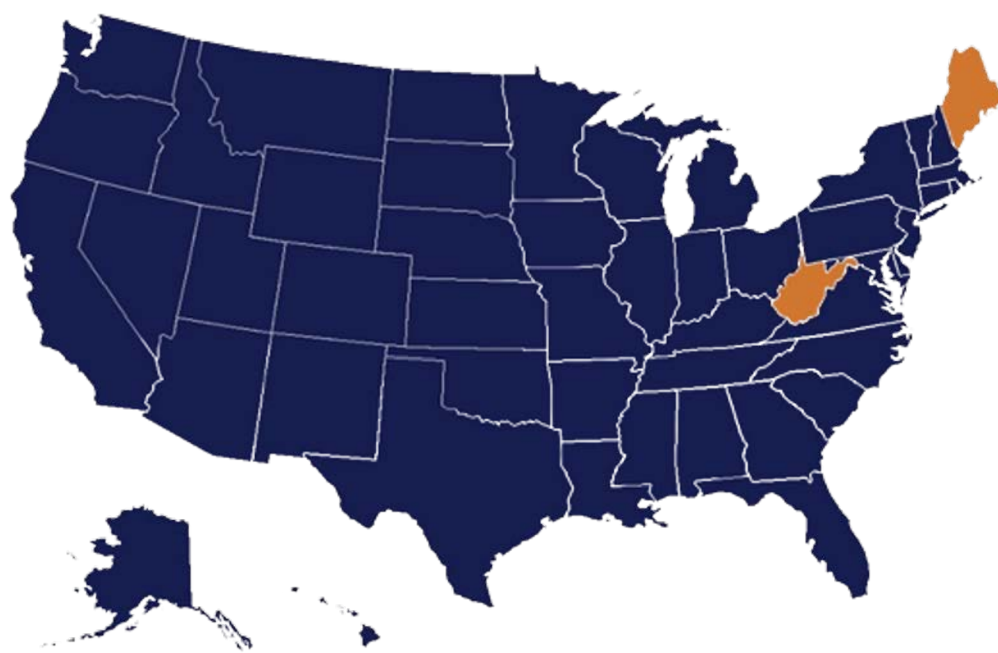
Yes, we are subject-matter experts when it comes to ALL things community college.

Yes, we have worked with the leadership at hundreds of colleges and consortia to drive credit and noncredit enrollment, fundraising, and advancement initiatives, college brand recognition, and community, legislative, public, and private support.

But, above all else, we are problem solvers and dreamers. We understand the unique needs and aspirations of the colleges we serve and the unique needs and aspirations of the diverse students our colleges serve. If the tool doesn’t exist yet, we’ll build it. If a trend hasn’t emerged yet, we’ll predict it. We know how to leverage available resources, facilitate internal support, and guide the change that marries the institution’s needs and aspirations with those of your students. **It’s this holistic, innovative, student-centered approach that enables colleges that work with Interact to bring their mission to life.**

Our Approach to Our Partnership

- The core of any agency of record relationship is that we plan to deliver critical services the client has identified, but also recommend solutions and outcomes of which the client may not be aware.
- It is critical that your agency of record be able to “turn on a dime” and respond to changing needs in your organization and community. It is for this reason that we list other, broader capabilities, even when you have not requested them at this point.
- As your partner, we are always looking for a way to leverage your resources to your advantage and the advantage of your community and students.



Interact has worked with community colleges, college systems, and higher education organizations all over the country — in 48 states, to be exact!

Here is what some of our clients have to say about their experience with Interact:

“From the beginning, Pam Cox-Otto and team were engaged and flexible with institutional needs and financial obstacles ... they continue to go above and beyond and help us as we continue to make process improvements in how and when we communicate with students.”

– Heidi T. Aldes
Dean of Enrollment Management
Minneapolis Community & Technical College

“We chose Interact Communications above the others because their experience and passion for community colleges were key in establishing and promoting a unified voice for New Jersey’s 18 community colleges.”

– Catherine Fruge Starghill, Esq.
Director of Strategy, Outreach & Communications
New Jersey Council of County Colleges

“Their work has been extremely creative, efficient, and has consistently exceeded expectations. Best of all, the work has resulted in results for our region and our colleges.”

– Ashley Etchison
Dean of Career Education, Norco College
Inland Empire/Dessert Regional Consortium

Qualifications and Experience

Project Management

Client Service Methodology

Interact Communications is more than just an agency; we are a partner. Interact will provide guidance to Solano's initiatives to ensure goals are met that support the agency's mission. We will consistently communicate with your team throughout each process, consulting on best practices for strategies and tactics.

Interact is committed to providing the highest-quality work. We listen. We work. We perform. Nothing excites us more than assisting a college or organization in realizing its goals and improving its recruitment, retention, and resource development. We know everyone is watching *all* of your messages *all* the time, so we are strategic, elegant, and focused on moving the hearts and minds of your community. You will find that our greatest capability is the ability to work with you and your team to create success.

Working as a full-service communications company, Interact provides a comprehensive, integrated approach. Thus, Interact can guarantee both our pricing and our quality, having complete control over all aspects of the project.

We commit to a 24-hour response time to all emails and phone calls. In addition, we provide detailed, written monthly reports, are available to present at board meetings, will attend meetings at which you wish us to be present, and will develop an online client site for your college that houses all of our work. We are transparent, quick, and thorough.

Interact maintains a rigid quality assurance checklist for major deliverables that includes review and sign-off by multiple department experts. These checklists are built into our timelines and into our project management software so that our team keeps all projects on time and on budget.

Who We Serve

It is worth reiterating here that Interact focuses exclusively on providing affordable, custom services to two-year colleges. With our expansive experience and insight into what drives successful community college marketing and public relations, we can help Solano get the most out of your marketing dollars and move the needle on enrollment, retention, and awareness.

While we have worked with more than 750 community colleges over the past few decades, our client relationships range from 6 months to 10 years, depending upon the contract. Most of our client relationships, however, extend well beyond contract limits as Interact provides continuous and sought-after thought leadership on research, strategy, and creative for community college marketing and enrollment leaders nationwide. Interact's support of professional organizations, such as the National Council for Marketing and Public Relations (NCMPR), where Interact principals provide annual keynotes and sponsorships, further demonstrates the agency's dedication to the professional development of the in-house teams managing marketing and public relations for our nation's two-year colleges.

White-Glove Treatment

Interact Communications stands apart from our competition in that we audit media invoices on a monthly basis to ensure media has run accurately with each vendor. This is not an industry norm, and it is important to us that our strategy and placement is executed properly by the vendors. We take the time to review that invoices match our approved budget totals and that all spots run correctly within the right time frame. If things don't run as ordered, we ensure that our vendors provide makegoods or credits to correct the issue. In some instances, vendors will know that commercials will miss, and let us know in advance for us to approve makegoods on the spot. We account for this as well.

In addition, Interact Communications' project lead is in constant contact with your team. If you have any mid-campaign changes, we can make those easily, typically within a 24- or 48-hour time period. This includes updating collateral, pulling collateral, or making modifications to tactics. We consider ourselves an extension of your internal team and pride ourselves on our reliability and customer service.

In summary:

- You always get our "A-Team"
- 24-hour response time
- Weekly one-on-one meetings/calls
- Monthly reports and auditing of media invoices
- Dedicated Solano client site
- Project management software to keep your projects on track and on budget
- Quality assurance checklist, internal reviews, and sign-offs
- Strong organization and dedicated team, experienced working within complex community college environment
- Flexible and adaptable



Oakland Community College

THIS IS “GO-TOWN” ...

Oakland Community College is an institution as unique and diverse as the communities it serves. It's where access meets excellence, and it's at the heart of Greater Detroit's socioeconomic resurgence.

OCC approached Interact for help with digital marketing, and soon, the partnership blossomed into a full rebrand and campaign project, just in time for the venerable institution's 50th anniversary.



Interact and OCC at Work ...

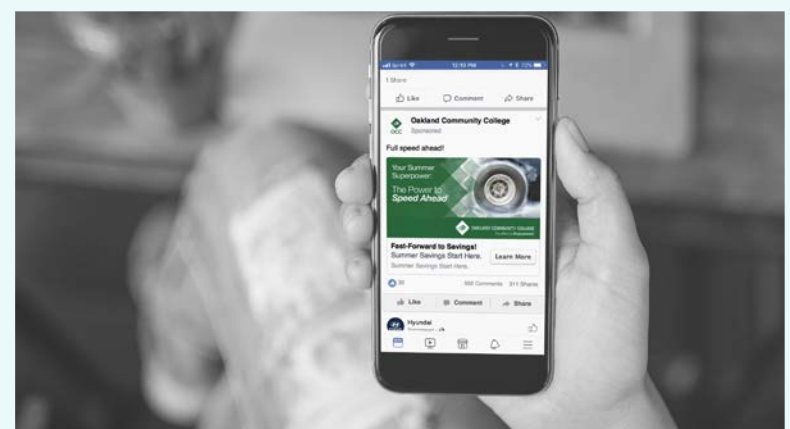
Branding: Reinforced “top-of-mind” awareness and prestige in OCC's communities with the instantly popular “Excellence Empowered” brand and campaign.

Digital Campaign: Shattered industry benchmarks in virtually every category, from click-through rate to cost-per-click and saturation rates. In the first month, Interact drove more than six million impressions to OCC's landing page.

Creative: Developed clean, elegant materials to drive a hugely successful, multiplatform communications plan aimed at awareness, enrollment, and community support

Budget: \$468,000 per year

Brand completed in 2014-2015



24%
increase in new
student applications

\$537,508
In donations

The Right Message for Right Now

Starting with relevant stakeholder data culled from the results of the national Media Preferences survey, Interact and OCC worked together to design a contemporary and future-focused marketing plan, implementing low-cost digital platforms to replace expensive traditional buys. Interact created a mix of digital ads that included streaming radio, social, paid search ads, and geofence technology.

- 13.6% increase in applications from 2018 to 2019
- 7% higher enrollment than projected for FY 2020
- 26% increase in donations to the college

South Texas College



Interact and STC at Work ...

Research: Explored community/stakeholder attitudes, expectations, and media consumption habits, employing focus groups, surveys, and interviews.

Branding: Developed research-founded brand concept and wordmark to define STC's unique and powerful presence in the marketplace.

Creative: Delivered dynamic campaign materials, both traditional and digital, in support of the "Experience Exceptional" launch.

Web: Researched, wrote, organized, and designed a simple yet elegant "mini-site," featuring target-specific marketing language and direct calls to action.

News Center: Researched and wrote materials for a recurring South Texas College news center, featuring student success stories, sector profiles, program features, columns, and more.

Budget: \$190,000 for brand; brand creation 2018–2019

A New Sheriff in South Texas ...

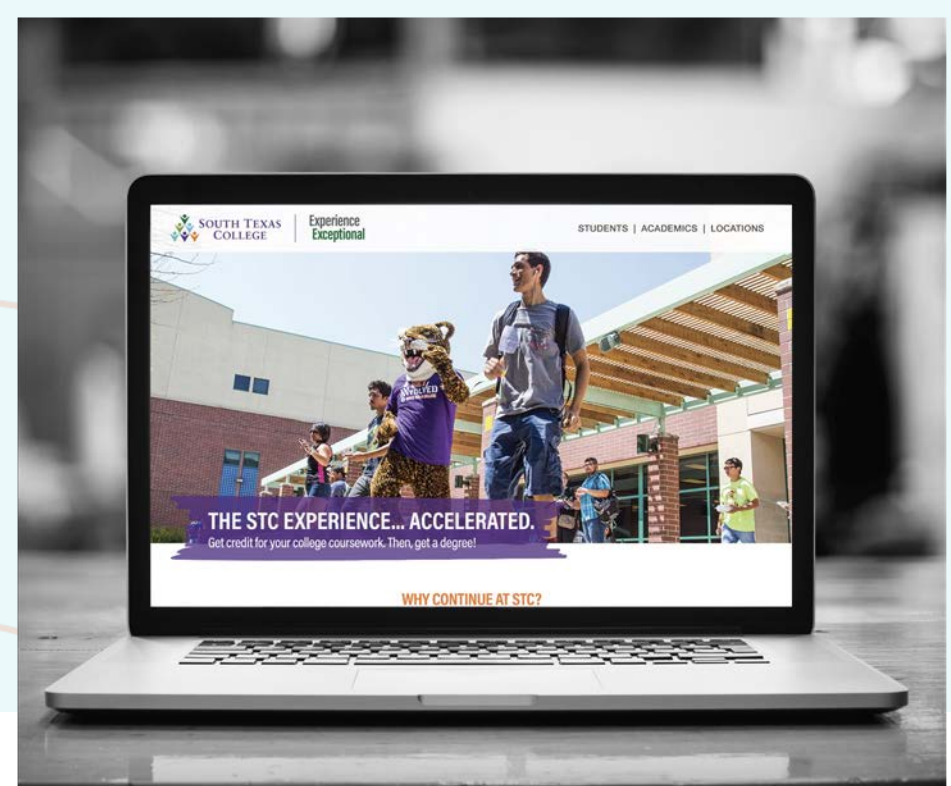
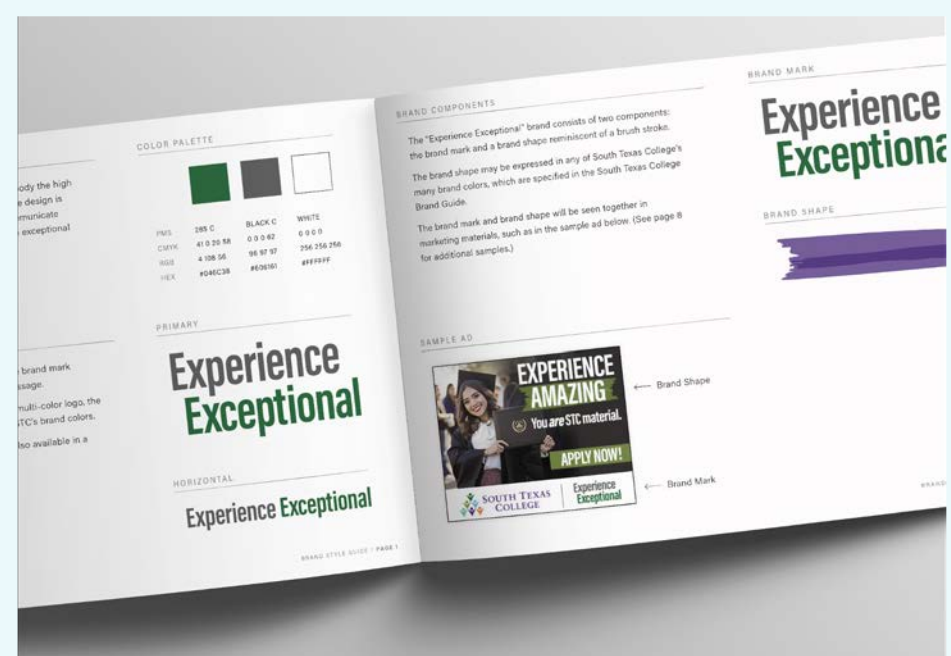
The highly visible launch campaign was a triumph, succeeding in establishing the new brand concept and broadening both awareness and reach for STC's five campuses.

Poised to enter its fourth year under the new brand, STC has adopted a bold new communications strategy to match its exceptional accomplishments in the community.

FIRST-GEN ... NEXT GEN ...

For the 70% of the student body who are first-generation college students, South Texas College is not just a place of opportunity but a place of dreams, a one-of-a-kind community characterized by diversity, grit, and the "South Texas spirit." STC needed a brand concept that evoked the inspiration and the perspiration equally ... and a marketing plan to match!

Through online surveys, focus groups, live interviews, and phone calls, STC and Interact uncovered a distinct existing identity for the college. The "Experience Exceptional" brand brought excitement and clarity to college communications efforts, affording STC the "lone star" identity it always deserved.





Thank you!

We are excited for the opportunity to partner with Solano
Community College!



interact

2-YEAR COLLEGE EXPERTS

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

TO: Members of the Governing Board

**SUBJECT: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC)
FY 2020-2021 ANNUAL REPORT TO THE GOVERNING
BOARD**

REQUESTED ACTION:

☒ Information OR ☐ Approval
☐ Consent OR ☐ Non-Consent

SUMMARY:

The Citizens Bond Oversight Committee (CBOC) is pleased to present its 2020-2021 Annual Report for the Measure Q Bond Program. The CBOC is charged with reporting the progress annually to the public. This report is presented for Board information. The report covers Measure Q Bond Program activity between July 1, 2020 and June 30, 2021.

This report is available online at [CBOC \(solano.edu\)](http://CBOC.solano.edu).

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A

Board Policy:

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Lucky Lofton
Vice President, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
Vice President, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

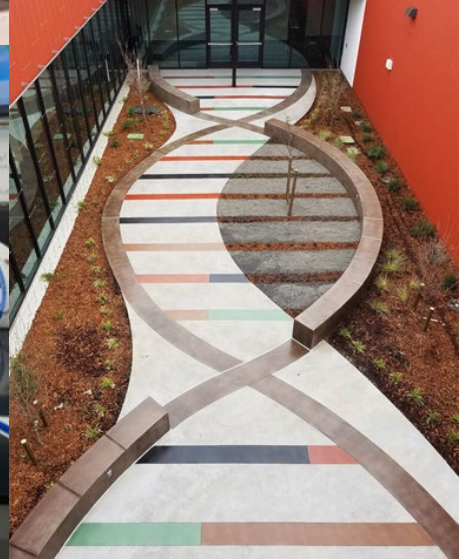
September 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 21, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Solano Community College District
Citizens' Bond Oversight Committee
Fiscal Year 2020-2021
Annual Report
21 September 2022

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INTRODUCTION

This report describes the activities and includes opinions of the Citizens' Bond Oversight Committee (CBOC) of the Solano Community College District (District) during the 2020-21 fiscal year. The CBOC is required to prepare and present to the District's Board of Trustees, in public session, an annual written report, which includes a summary of the CBOC's activities and a statement indicating whether the District is in compliance with requirements that the bond revenues have been used only for the purposes authorized by the bond measure.

During this period the CBOC met four times but did not have a quorum for one of the meetings. Committee members received updates from District staff on the progress of Measure Q projects. The District and its consultants were forthcoming in providing and presenting requested information and project status updates. During this fiscal year, an annual report was created and presented to the Governing Board for the year 2019-20.

The CBOC reports that to the best of its knowledge the District has complied with the requirements of state law in its accounting for and expending of bond funds. Information regarding the projects for the bond measure is provided in this report. Expenditures are cumulative through June 30, 2021.

ABOUT THE SOLANO COMMUNITY COLLEGE DISTRICT

Solano Community College was established in 1945 as Vallejo Junior College, as it was part of the Vallejo City Unified School District until 1967 when the College became a countywide institution. The 192-acre Fairfield campus, centrally located just off Interstate 80, was completed in 1971 and opened with 5,000 students. Since then, facilities, programs, staff and services have expanded to meet the needs of the growing County.

The College's service area encompasses the communities of Benicia, Dixon, Fairfield, Suisun, Vacaville, Vallejo and Winters, as well as Travis Air Force Base. Many graduates of the area's fifteen public high schools and three private schools take advantage of the educational opportunities offered by Solano Community College.

The College currently serves about 11,000 students annually at facilities on the main Fairfield Campus, Vacaville Center properties, and Vallejo Center properties.

CITIZENS' BOND OVERSIGHT COMMITTEE

The Solano Community College District's Citizens' Bond Oversight Committee is comprised of nine members representing required constituent groups from throughout the District's service region.

The CBOC is responsible for the review of bond expenditures and preparation and presentation of an annual report. Solano Community College District's CBOC has oversight responsibilities for Measure Q. CBOC members serve a term of three (3) years, commencing as of the date of appointment by the Board. No member may serve more than two (2) consecutive terms. CBOC members are not compensated for their services.

Committee Members During 2020-2021 Fiscal Year:

Andre Stewart, Member-At-Large - Benicia (appointed 11/19/15)
Ward Stewart, Chair, Member-At-Large – Vallejo (appointed 9/2/15)
Janet Roberts, Taxpayers' Association – (appointed 1/17/18)
Cary Leider, Construction Trade Organization - (appointed 3/6/19)
Dawn LaBar, Educational Foundation – (appointed 1/17/18)
Doriss Panduro, Business – (appointed 1/17/18)
Danion Ghebremichael, Student Association (appointed 5/16/18)
Glenn Loveall, Construction Trade Organization (appointed 10/7/20)

MEASURE Q BOND PROGRAM SUMMARY

The Solano Community College District had two bond authorizations: Measure G, approved by voters in 2002 (\$124.5 million) and Measure Q (\$348 million) approved by the voters in 2012. The proceeds from these bonds are to be used for site acquisition, facility renovation, construction of new facilities, and equipment procurement.

Both Measure G (closed in June 2017) and Measure Q were passed under Proposition 39 provisions, which allow passage of school bond measures with 55% voter approval if certain conditions are met. Proposition 39 allows the District to use bond funds only for projects described in the bond measure language. The funds cannot be used for staff salaries or projects not described in the language of the bond measures. It also mandates the formation of a Citizens' Bond Oversight Committee (CBOC).

SUMMARY OF CBOC ACTIVITIES FOR FISCAL YEAR 2020-2021

The CBOC held meetings on the following dates in Fiscal Year 2020-21: September 8, 2020, December 8, 2020, March 9, 2021, and June 8, 2021 (no quorum).

Following is a brief summary of the highlights of each meeting.

July 15, 2020: Chair Ward Stewart presented the 2018-2019 Annual Report to the Governing Board via Zoom.

September 8, 2020: Lucky Lofton discussed select past projects and described unforeseen conditions that had to be overcome during the course of construction. Projects included the Biotechnology Building in Vacaville, Auto Technology Building in Vallejo, Science Building in Fairfield, Library and Learning Resource Building in Fairfield, Performing Arts Building in Fairfield, Annex Building in Vacaville, and Substation #1 and #2 Replacement in Fairfield. Members joined the discussion by asking questions, which were responded to by Lucky Lofton.

Lucky Lofton discussed the lessons learned from past projects, including the experience gained from implementing both design-bid-build projects and design-build projects. Included in the discussion were both positive and negative experiences implementing both design-bid-build and design-build delivery methods, as well as a brief description of how State funding can impact the design and delivery method for a project. Members joined the discussion by asking questions, which were responded to by Lucky Lofton.

Lucky Lofton provided a project summary and status of current projects.

December 8, 2020: Lucky Lofton reviewed some recent change orders and amendments, which were referenced in the July 1, 2020 – September 30, 2020 Quarterly Progress Report. Committee members asked questions, and Lucky Lofton provided responses.

Lucky provided a project summary and status of current projects. Projects discussed included: Library/Learning Resource Center, Early College High School Portables, Bleacher Replacement – Baseball and Soccer, Vacaville Classroom Building ‘Annex’ Renovation (Phase 2) – Corbels Removal, Pedestrian and Vehicular Wayfinding Signs, Baseball and Softball Clubhouses, and Early Learning Center Modernization (Design). Members joined the discussion by asking questions, which were responded to by Lucky Lofton.

March 9, 2021: Ward Stewart discussed his experience as a selection committee member for a new audit firm and provided a description of the process and status. Committee has selected firm CLA, which will be taken to the Board of Trustees for approval.

Priscilla Meckley-Archuleta briefly discussed the Quarterly Progress Report, including brief status reports for select projects. Questions were asked by members and responded to by both Priscilla and Lucky.

Lucky Lofton discussed the status of ongoing projects, including the Library and Learning Resource Center Project, Early College Portable Project, Building 300 Modernization, Campus Directory Signage Project and Baseball and Softball Clubhouse Project. Questions were asked by members with responses provided by both Lucky and Priscilla.

June 8, 2021: There was no quorum so no official business was conducted. There was a discussion of the bond audit report that included no negative findings. Lucky Lofton provided updates on the progress of the various projects including the Library and Learning Resource Center. Questions were asked by committee members about change orders and contract amendments.

Two committee members agreed to provide an initial review of the draft of the 2019-20 Annual CBOC Report.

BOND PROJECTS AND FINANCIAL SUMMARY

Measure Q active projects this fiscal year included:

Fairfield Campus:

- a) Library/Learning Resource Center (Building 100 Replacement)
- b) Horticulture (Phase 1)
- c) Horticulture (Phase 2) - Modular Restroom Building
- d) Small Capital Projects:
 - Building 300 Modifications-Mailroom and Graphics
 - Bleacher Replacement-Baseball and Soccer
 - Parking Lot #1 Resurfacing
 - B1800B Print Shop
 - Childcare Building 200A Repair
 - Early Learning Center Modernization (Study)
 - Building 1600 Cosmetology Improvements
 - Building 300 HVAC Assessment
 - Early College High School Portables
 - Fairfield Campus Building Exteriors (Design)
 - Pedestrian & Vehicular Wayfinding Signs (Design)
 - B1800B Exterior Roof Canopy
 - Baseball and Softball Clubhouse Replacement
 - Science Building Improvements
 - Building 200 Entry Tower Fascia Replacement

Vacaville Center:

- a) Vacaville Center Annex Building – Corbel Removal (Phase 2)
 - Aeronautics Nut Tree Facility Improvements.

Vallejo Campus:

- a) Small Capital Projects:
 - Autotech Dyno Room Reconfiguration

Districtwide:

- a) IT Infrastructure (Phase 2) Projects:
 - Classroom Technology Upgrade
- b) IT Infrastructure (Phase 3) Projects:
 - Classroom Technology Upgrade
 - Faculty/Staff/Student Computer Replacement
 - Printer & Copier Replacement
- c) Small Capital Projects:
 - District Wide FF&E
 - Capital Equipment
- d) ADA Improvements (Phase I)
 - FF Campus Bleachers Replacement/Field Close Out
 - ADA Transition Plan Update

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FINANCIALS AS OF JUNE 30, 2021

Status ⁽⁴⁾	PROJECT NAME	MEASURE Q PROJECT BUDGET AS OF 10/7/2020 BSP ⁽¹⁾	BOT APPROVED CHANGE	MEASURE Q PROJECT BUDGET AS OF 2/17/2021 BSP ⁽²⁾	OTHER FUNDING BUDGET ⁽³⁾	REDEVELOPMENT FUND	OTHER FUNDING EXPENDITURES AS OF 6/30/2021 ⁽⁵⁾	MEASURE Q EXPENDITURES AS OF 6/30/2021 ⁽⁵⁾	PERCENT SPENT
	FF CAMPUS								
A	Library & Learning Resource Center	\$ 23,300,000	\$ -	\$ 23,300,000	\$ 20,148,000	\$ 1,500,000	\$ 19,289,437	\$ 12,266,304	70.2%
C	Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,229,718	\$ -	\$ 6,229,718	\$ 13,760,000		\$ 13,760,000	\$ 6,229,718	100.0%
F	Performing Arts Building (Phase 2)/Costume Shops	\$ 13,700,000	\$ (1,666,849)	\$ 12,033,151	\$ -		\$ -	\$ 33,151	0.3%
C	Science Building (Phase 1)	\$ 35,005,734	\$ -	\$ 35,005,734	\$ -		\$ -	\$ 35,005,734	100.0%
A	Science & Math Building (Phase 2)/B300 Renovation	\$ 8,000,000	\$ (5,000,000)	\$ 3,000,000	\$ -		\$ -	\$ 1,137	0.0%
F	Career Technology Building (CTE)	\$ 3,000,000	\$ 1,500,000	\$ 4,500,000	\$ -		\$ -	\$ -	0.0%
A	Agriculture (Horticulture)	\$ 2,000,000	\$ (629,000)	\$ 1,371,000	\$ -		\$ -	\$ 1,348,467	98.4%
F	Modernization B1400	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -		\$ -	\$ -	0.0%
A	On-Campus Housing	\$ -	\$ 500,000	\$ 500,000	\$ -		\$ -	\$ 897	0.2%
F	Early Learning Center Expansion	\$ -	\$ 2,500,000	\$ 2,500,000	\$ -		\$ -	\$ -	0.0%
	VV CAMPUS								
A	VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ (295,534)	\$ 7,904,466	\$ -		\$ -	\$ 7,065,029	89.4%
C	Biotechnology & Science Building	\$ 33,315,666	\$ -	\$ 33,315,666	\$ -		\$ -	\$ 33,315,666	100.0%
A	Aeronautics & Workforce Development Building	\$ 15,000,000	\$ (12,915,270)	\$ 2,084,730	\$ -		\$ -	\$ 1,380,467	66.2%
F	Student Success Center/LRC	\$ 15,500,000	\$ (14,300,000)	\$ 1,200,000	\$ -		\$ -	\$ -	0.0%
F	Fire Training	\$ 6,250,000	\$ (5,750,000)	\$ 500,000	\$ -		\$ -	\$ -	0.0%
C	Vacaville Center HVAC Upgrade	\$ 2,150,306	\$ -	\$ 2,150,306	\$ -		\$ -	\$ 2,150,306	100.0%
	VJ CAMPUS								
C	Vallejo Property Purchase Belvedere	\$ 4,794,343	\$ -	\$ 4,794,343	\$ -		\$ -	\$ 4,794,343	100.0%
C	Vallejo Property Purchase Northgate	\$ 6,871,471	\$ -	\$ 6,871,471	\$ -		\$ -	\$ 6,871,471	100.0%
F	Site Improvements	\$ 2,825,000	\$ (2,825,000)	\$ -	\$ -		\$ -	\$ -	0.0%
C	Autotechnology Building	\$ 23,735,961	\$ -	\$ 23,735,961	\$ -		\$ -	\$ 23,735,961	100.0%
F	Student Success Center/LRC	\$ 22,000,000	\$ (20,800,000)	\$ 1,200,000	\$ -		\$ -	\$ -	0.0%
F	Career Technology Building	\$ 19,800,000	\$ (1,600,000)	\$ 18,200,000	\$ -		\$ -	\$ -	0.0%
C	Vallejo Center HVAC Upgrade	\$ 2,135,178	\$ -	\$ 2,135,178	\$ -		\$ -	\$ 2,135,178	100.0%
	INFRASTRUCTURE IMPROVEMENTS								
A	IT Infrastructure Improvements	\$ 14,200,000	\$ -	\$ 14,200,000	\$ -		\$ -	\$ 6,698,067	47.2%
C	Utility Infrastructure Upgrade (Energy)	\$ 24,671,331	\$ -	\$ 24,671,331	\$ 712,447		\$ 712,447	\$ 24,671,331	100.0%
A	5 Megawatt Solar Installation (Solar Energy)	\$ -	\$ 13,000,000	\$ 13,000,000	\$ -		\$ -	\$ 10,319	0.1%
F	Replacement Substations 3, 4 and 5	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -		\$ -	\$ -	0.0%
F	Modernize Pool and Equipment	\$ -	\$ 2,500,000	\$ 2,500,000	\$ -		\$ -	\$ -	0.0%
	ADA & CLASSROOM IMPROVEMENTS								
A	Small Capital Projects	\$ 15,582,235	\$ 15,295,723	\$ 30,877,958	\$ -		\$ -	\$ 8,903,147	28.8%
A	ADA Improvements	\$ 10,900,000	\$ (2,900,000)	\$ 8,000,000	\$ 50,000		\$ 50,000	\$ 418,806	5.8%
	PLANNING, ASSESSMENTS & PROGRAM MANAGEMENT								
A	Program Management, District Support and Planning	\$ 26,130,000	\$ 27,433,000	\$ 53,563,000	\$ -		\$ -	\$ 19,654,942	36.7%
	RESERVE, INTEREST & TREASURY FEES								
	Program Reserve	\$ 7,806,743	\$ (968,912)	\$ 6,837,831	\$ -		\$ -	\$ -	
	Treasury Fees	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 528,185	
	TOTAL BOND SPENDING PLAN	\$ 353,103,686		\$ 353,181,844	\$ 34,670,447	\$ 1,500,000	\$ 33,811,884	\$ 197,218,625	55.8%

(1) Per Bond Spending Plan Revision Approved by BOT 10/7/2020.

(2) Per Bond Spending Plan Revision Approved by BOT 2/17/2021.

(3) Note other funding sources include State Funding, Proposition 39 Energy and Solano Transportation Authority.

(4) A=Active Project; F=Future Project/Project On Hold; C=Closed Project.

(5) District is currently in fiscal year-end close and is also in process of the annual financial audit, any variances will be included in the next quarterly report.

BOND AUDIT REPORTS FOR FISCAL YEAR 2020-2021

In accordance with Proposition 39, Measure Q contains strict financial safeguards, including a requirement that an independent audit be conducted annually to ensure bond funds are spent on classroom and facility improvements as identified in the ballot measure.

Measure Q had a clean financial audit, with no findings. The auditor found that the District properly accounted for the expenditures and bond funds were spent on authorized projects.

The Financial and Performance Audit Reports for fiscal year 2020-21 are available on the District website: www.solano.edu/measureq

CBOC COMMENTS AND RECOMMENDATIONS

Once again, this year, District Staff attended all meetings and treated members of the CBOC with respect and appeared to value the role of the CBOC.

District Staff provided project updates at every scheduled meeting. They also welcomed committee members' questions and answered them capably. In particular, members asked for clarification about change orders that had been presented at Governing Board meetings. Information and documentation requested were provided without apparent reservation.

Neither District Staff, nor the Superintendent/President restricted the number of meetings the CBOC chose to conduct, nor were agenda items limited or controlled by other than CBOC membership, via its Chair. The cooperation and participation by District Staff were helpful and appropriate, and was welcomed by the CBOC.

In the past, the CBOC recommended that the District go out to bid and consider changing accounting firms periodically for the annual bond and general campus audits. Members of the CBOC are pleased that this recommendation was followed and that a new firm was hired.

CBOC COMPLIANCE STATEMENT

Bond expenditures and bond projects have been reviewed by the Citizens' Bond Oversight Committee to ensure the money is spent only on school facility improvements authorized by Measure Q. Bond expenditures are audited annually by an independent audit firm retained by the District. The CBOC has reviewed the audit reports, District Quarterly Progress Update Reports, and other materials requested from the District, and believes to the best of members' knowledge that the District is in compliance with the requirements of Article XIII A Section 1(b)(3) of the California Constitution.

AGENDA ITEM 14.(b)
MEETING DATE September 21, 2022

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

TO: Members of the Governing Board

SUBJECT: APPROVAL OF BOARD POLICIES 1000 SERIES

REQUESTED ACTION:

☒ Information OR ☐ Approval
☐ Consent OR ☐ Non-Consent

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time Board Policies 1000 Series is being presented for approval in accordance with the Accreditation Mid-Term Report. This policy was reviewed and approved by the Board Policy Subcommittee.

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: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Celia Esposito-Noy
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 13, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 13, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD POLICIES AND PROCEDURES

1000

POLICY: The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting (First Reading) prior to the meeting at which action is recommended. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission. Any policy may be suspended or rescinded by a majority vote of the entire Board. This vote will be taken by roll call and will be entered in the minutes of the meeting.

Administrative procedures are to be issued by the Superintendent-President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent-President.

The Superintendent-President shall, annually provide each member of the Board with any revisions to administrative procedures since the last time they were provided. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to District employees through the Superintendent-President.

REFERENCES/

AUTHORITY:

Solano Community College District Governing Board
Education Code Section 70902
Accreditation Standard IV.C.7, IV. D. 4, I.B.7, and I.C. 5

ADOPTED:

July 7, 1982

REVISED:

June 6, 2007;

REVIEWED:

October 20, 2010; June 18, 2014; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

THE SOLANO COMMUNITY COLLEGE DISTRICT

1002

POLICY: The District has been named the Solano Community College District.

The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate, or otherwise suggest that an organization, product, or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by the District.

The District consists of the following college and education centers:

Solano Community College-Fairfield
Solano Community College- Vacaville Center
Solano Community College- Vallejo Center

REFERENCES/

AUTHORITY: California Education Code Section 72000(b)
Elections Code Section 18304

ADOPTED: June 6, 2007

REVIEWED: June 2, 2010;

REVISED: March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT MISSION

1003

POLICY: Mission Statement –

Solano Community College District's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to student learning and achievement and to helping our students achieve their educational, professional, and personal goals. Solano transforms students' lives with undergraduate education, transfer courses, career-and-technical education, certificate programs, workforce development and training, basic-skills education, and lifelong-learning opportunities.

The mission is evaluated and revised on a regular basis.

**REFERENCES/
AUTHORITY:**

ACCJC Accreditation Standard LA

ADOPTED: June 6, 2007

REVISED: June 6, 2007; March 17, 2010, June 15, 2016

REVIEWED: June 2, 2010; December 19, 2012; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD AUTHORITY

1005

POLICY: The Governing Board derives its authority from the California Education Code. The Board is subject to the provisions of the Constitution of the State of California, the California Education Code, the California Code of Regulations (Title 5), the rules and regulations of the California Community College Board of Governors, the Solano Community College Governing Board's own policies, regulations, and procedures, and the expressed will of the electorate.

The governance of the District shall be conducted by the Board. Board members have authority only when acting as a Board in session. Neither the District nor the Board shall be bound by any statement or action of any individual Board member or District employee, except when such statement or action is in pursuance of specific instruction of the Board.

**REFERENCES/
AUTHORITY:**

California Education Code Sections 35162, 94140-94156

California Code of Regulations, Title 5, Division 6,
Chapters 1 – 10.

Solano Community College District Governing Board

ADOPTED: March 18, 1987

REVISED: May 19, 1999; June 6, 2007

REVIEWED: June 2, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD MEMBERSHIP AND ELIGIBILITY

1006

POLICY: The Board shall consist of seven (7) members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy 1008 titled Election of Board Members.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board. The candidate for election to the Board must be 18 years of age or older, a resident of California, an elector residing in and registered to vote in the trustee area he or she seeks to represent. While serving as a member of the Board, a Board member may not be employed by the District, with the exception of the Student Trustee, who may be employed as a Student Worker.

An employee of the District may not be sworn into office as an elected or appointed member of the Governing Board unless he or she resigns as an employee.

No member of the Governing Board shall, during the term for which he or she is elected, hold an incompatible office. No Board member shall be eligible to serve on the Governing Board of a high school district whose boundaries are coterminous with those of the community college district.

REFERENCES/

AUTHORITY: California Education Code Sections 72023, 72103, 72104

ACCJC Accreditation Standard IV.C.6

Solano Community College District Governing Board

ASSC Bylaws and Constitution

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007

REVIEWED: October 20, 2010; April 2, 2014, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

STUDENT TRUSTEE

1007

POLICY:

In accordance with the Education Code, the Board shall include within its membership, in addition to the number of members otherwise prescribed, a non-voting student as Student Trustee. The term of the Student Trustee shall be one (1) year commencing on June 1 of each year.

The Student Trustee shall be a resident of California at the time of nomination, and during the term of service. The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service.

Per ASSC bylaws, the student is required to have a minimum cumulative grade point average (GPA) of 2.3 in all course work taken at Solano Community College at the time of the filing to run for office and during the time the Student Trustee serves in office. The student trustee may be employed as a Student Worker.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board, except for closed session. The Student Trustee shall be entitled to any mileage allowance necessary to attend Board meetings to the same extent as publicly elected trustees. The Student Trustee is not held liable for any acts of the Board of Trustees.

On or before May 15 of each year, the Board shall consider and decide whether **to** afford the Student Trustee the following privileges:

- The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board;
- The privilege to receive compensation for meeting attendance at a level of one hundred fifty dollars (\$150.00) per month.
- The Student Trustee's vote shall be considered advisory only.

REFERENCES/

AUTHORITY:

California Education Code Section 72023.5

Solano Community College District Governing Board

Associated Students of Solano College Constitution and Bylaws

ADOPTED:

June 6, 2007

REVISED:

September 21, 2022

REVIEWED:

June 15, 2010; April 2, 2014; June 18, 2014, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

ELECTION OF BOARD MEMBERS

1008

POLICY: The seven (7) Board Members are elected from seven (7) trustee areas, in accordance with provisions of the California Elections Code, by qualified electors of those trustee areas.

The term of office of each trustee shall be four (4) years, commencing on the first Board meeting in December at which the newly elected Governing Board meets. Elections shall be held every two years, in even numbered years. Terms of trustees are staggered so that, as nearly as practical, one-half of the trustees shall be elected at each trustee election.

The Governing Board has provided for the election of trustees by trustee areas.

Effective November 6, 2012, the trustee areas are:

Area 1: Vallejo

Area 2: Vallejo

Area 3: Vallejo, Benicia, Suisun

Area 4: Fairfield, Vacaville, Travis Air Force Base

Area 5: Fairfield, Green Valley, Cordelia

Area 6: Vacaville

Area 7: Vacaville, Winters, Dixon

The election of a Board member residing in and registered to vote in the trustee area he or she seeks to represent shall be only by the registered voters of the same trustee areas.

In the event of a tie in Governing Board member general elections, the Governing Board determines the winner of the election by lot.

The Superintendent-President shall submit recommendations to the Board regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each decennial federal census. The Superintendent-President shall submit the recommendation in time for the Board to act as required by law.

REFERENCES/

AUTHORITY: California Education Code Sections 5000 et seq., 5019.5
California Education Code, Sections 5016(b); 5304, 72022. 23

California Elections Code
Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007, October 3, 2012.
March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

ELECTION OF STUDENT TRUSTEE

1009

POLICY: The Student Trustee shall be elected by the Associated Students of Solano College (ASSC), which represents all students, in a general election held for that purpose. An election shall be held in the Spring Semester so that the office is filled by the second Board meeting of May. The election shall be conducted in accordance with the Associated Students of Solano College Election Code provided that the code is not in violation with governing Board policies.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The successful candidate must receive a plurality of all votes cast. The election will be conducted in accordance with administrative procedures established by the Superintendent-President.

If the seat of the student member becomes vacant during his/her term, the governing board may authorize the officers of the ASSC (established pursuant to Education Code Section 76060) to appoint a student to serve the remainder of the term in accordance with procedures established by the governing board.

The student member may be recalled by the Associated Students of Solano College in an election held for that purpose in accordance with administrative procedures established by the Superintendent-President.

REFERENCES/ AUTHORITY:

California Education Code Section 72023.5; 72103

62 Ops. California Attorney General 126 (1979)

Associated Students of Solano College Constitution, Bylaws, and Election Code

ADOPTED: June 6, 2007

REVISED: June 15, 2010; April 2, 2014; June 18, 2014, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

PAYMENT OF CAMPAIGN COSTS

1011

POLICY: It shall be the responsibility of each candidate to pay his or her pro rata share of the costs incurred for the preparation or distribution of all campaign materials including, but not limited to, written statements which may accompany the voters' sample ballots and all other supplementary campaign materials which may be distributed to voters.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007;

REVIEWED: October 20, 2010, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

VACANCY

1013

POLICY:

Vacancies on the Board may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by Education Code Section 5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the Board shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Governing Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board members at a public meeting.

The Superintendent/President shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process, which may include interviews at a public meeting.

REFERENCES/

AUTHORITY:

California Education Code Sections 5090 et seq.,

72023.5 California Government Code Section 1770

California Elections Code

Solano Community College District Governing Board

ADOPTED:

July 7, 1982

REVISED:

March 18, 1987; May 19, 1999; June 6, 2007;

REVIEWED: October 20, 2010; April 2, 2014; March 1, 2017; September 21, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

COMPENSATION, PAYMENT OF EXPENSES AND BENEFITS

1014

POLICY: Members of the Board who attend all Board meetings shall receive \$240 per month, except for the Student Trustee who shall receive \$150 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended. A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the Community College District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Board members shall be reimbursed for actual expenses incurred in carrying out the authorized duties and responsibilities of the Board. These include expenses incurred in travel on District business and authorized attendance at conferences or professional meetings.

Members of the Board (except the Student Trustee) shall be permitted to participate in the District's health benefit programs.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. All other former Board members may continue to participate in the District's health benefits programs on a self-pay basis.

Board members who are elected or appointed to the Board after their retirement as employees of the District may elect to postpone or suspend their receipt of District-paid health benefits which they are eligible to receive as retired employees of the District and instead receive District-paid benefits under this policy.

For purposes of their entitlement to District-paid health, dental (if selected) and vision insurance as retired District employees, such Board members shall be treated as having retired from the District on the date that their membership on the Board terminates. However, their period of eligibility for retired employee benefits shall not exceed a total of ten (10) years, not including the time served as Board members.

REFERENCES/

AUTHORITY:

Government Code Section 53201; 53208.5

California Education Code Sections 35120; 72024; 72423

ADOPTED:

July 7, 1982

REVISED:

March 18, 1987; May 19, 1999; September 5, 2001; June 6, 2007;

REVIEWED:

October 20, 2010; June 18, 2014, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

OFFICERS AND DUTIES OF OFFICERS

1015

POLICY: At the annual organizational meeting, the Board shall elect from among its members its officers. Officers of the Board are the President, Vice President and Secretary.

The Board does not have an official system of rotation. It elects the President and Vice President each year from among all its members and appoints the Secretary of the Board.

President

The President of the Board should have the following skills needed to preside: knowledge of parliamentary procedures; willingness to allow those who have pertinent ideas to express them; and ability to keep discussions to the point. The President votes on all issues and participates in discussion as he/she see fit.

The duties of the President of the Board are to:

- a. Preside over all meetings of the Board.
- b. Appoint or provide for the election of all Board member committees.
- c. Call emergency and special meetings of the Board as required by law.
- d. Assist and consult with the Superintendent-President on developing Board meeting agendas.
- e. Provide leadership in assisting all Board Members to achieve Board goals and adhere to standards of conduct.
- f. Participate in the orientation process for new Board members;
- g. Assure Board compliance with policies on Board education, self-evaluation, and Superintendent-President evaluation.

- h. Represent the Board at official events or ensure Board representation.
- i. Perform such other duties as may be prescribed by law or by action of the Board.
- j. Assure that the Board conducts its business with integrity and in a manner consistent with its Board Policies and Procedures and regulations legitimately imposed upon it from outside the organization.
- k. Represent the Board to outside parties in announcing Board-stated positions. He/she may delegate this authority to another Board Member, but remains accountable for its use.
- l. Appoint one or maximum of three Board members to represent the Board on study, planning, or decision making committees or groups in the District.
- m. Sign all contracts, agreements, deeds, leases, plans, and specifications for new building construction, remodeling, and rehabilitation, and all other legal documents except those specifically authorized by the Board to be signed by an officer, agent, or employee of the District.

Vice President

In the absence of the President, the Vice President shall perform all of the duties of the President.

Secretary

The Superintendent-President shall serve as Secretary to the Board.

The major duties and responsibilities of the Secretary **to** the Board are:

- a. Notify members of the Board of all regular, special, emergency and adjourned meetings.

- b. Attend all Board meetings and closed sessions unless absence is authorized by the Board President, and in such cases to assign a designee.
- c. Prepare and post Board meeting agendas.
- d. Furnish Board members with an agenda of principal items of business at least seventy-two (72) hours in advance of regular meetings and twenty-four (24) hours in advance of special meetings.
- e. Have prepared for adoption minutes of Board meetings and provide Board members with a copy of the minutes prior to the subsequent meeting.
- f. Have charge of all records, proceedings and documents of the Board.
- g. File and post copies of financial reports as required by law.
- h. Conduct, under the direction of the Board, the official correspondence of the Board.
- i. Certify as legally required all Board actions.
- j. Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary of the Board.

REFERENCES/

AUTHORITY: California Education Code Section 72000
Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007;

REVIEWED: June 15, 2010; April 2, 2014, March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

DUTIES AND RESPONSIBILITIES OF THE BOARD

1016

POLICY: The Governing Board governs on behalf of the citizens of the Solano Community College District in accordance with the authority granted and duties defined in California Education Code Section 70902.

The duties and responsibilities of the board of trustees will be as follows:

- To hire, appoint, evaluate and dismiss the Superintendent-President of the District.
- To determine the broad general policies, which will govern the operation of the District.
- To adopt policies and procedures for the shared governance of the District and to review them periodically.
- To approve the annual budget.
- To approve the expenditure of all funds.
- To appoint or dismiss employees upon the recommendation of the Superintendent-President of the District.
- To fix the rate of compensation for all employees, and to review all salary schedules annually.
- To rule upon recommendations of the Superintendent-President on site utilization and physical plant development.
- To rule upon recommendations of the Superintendent-President on matters of capital outlay with references to buildings, major improvements and equipment.
- To rule upon recommendations of the

Superintendent-President on matters of repairs and maintenance of the buildings, grounds, and equipment.

- To require and consider reports from the Superintendent-President of the District concerning the program and conditions of the College.
- To consider and pass upon the curricular offerings of the College upon the recommendations of the Academic Senate/Superintendent-President of the District.
- To consider and pass upon the annual calendar.
- To consider and pass upon the recommendations of the Superintendent-President of the District in all matters of policy pertaining to the welfare of the College.
- To provide for the establishment of the necessary procedures to secure proper accounting of receipts and disbursements of all funds under the jurisdiction and control of the District.
- To provide for the annual audit of all funds of the District.
- To establish advisory committees as needed or required, and to approve the memberships of such committees.
- To serve as the final appeal board for students, employees, and citizens of the District.

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest.
- Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations.

- Delegate power and authority to the Superintendent-President to effectively lead the District.
- Assure fiscal health and stability.
- Monitor institutional performance and educational quality.
- Advocate for and protect the District.

**REFERENCES/
AUTHORITY:**

Accreditation Standard IV

BP1016

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007; March 1, 2017

REVIEWED: October 6, 2010; April 2, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

DUTIES AND RESPONSIBILITIES OF THE STUDENT TRUSTEE

1017

POLICY:

The Student Trustee of the Governing Board shall be sworn in by taking the oath of office and seated with the elected members of the Governing Board. The Student Trustee shall attend all meetings of the Governing Board. The Student Trustee is recognized as a full member of the Governing Board, receives all non-confidential materials presented to Board members, participates in the questioning of witnesses and discussion of issues but cannot make, amend, or second motions or vote. The Student Trustee shall have the ability to cast an advisory vote provided the Governing Board has annually considered and granted this privilege. The Student Trustee's presence or absence at a Board meeting shall not be counted in deciding a quorum.

The Student Trustee is encouraged to communicate on a regular basis with the Superintendent-President and attend College and community meetings and social events outside of regular Board meetings (whenever possible).

The Student Trustee shall be responsible and accountable to the students of Solano Community College District and shall carry out all of the duties delineated in the Associated Students of Solano College (ASSC) Bylaws:

- Attend all Governing Board meetings of the Solano Community College District.
- Be expected to attend all Student Senate meetings to report to the Student Senate the activities of the Governing Board as they pertain to the students.
- Assist the Governing Board Representative and the ASSC Executive Secretary in maintaining a record of Governing Board proceedings.
- Be available at the ASSC office for at least three hours a week for appointments.
- Report any absences to the ASSC Executive Secretary in advance.

DUTIES AND RESPONSIBILITIES OF THE STUDENT TRUSTEE

1017

REFERENCES/

AUTHORITY: California Education Code Section 72023.5

Associated Students of Solano College Bylaws

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007

REVIEWED: June 15, 2010; April 2, 2014; March 1, 2017, September 21, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

NOTIFICATION OF ABSENCE

1018

POLICY: Each Board member shall notify the President or Secretary of the Board when a member shall be absent from a Board meeting. Such notification shall be given as far in advance of the meeting as is possible.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

ADOPTED: March 18, 1987

REVISED: June 6, 2007

REVIEWED: June 2, 2010; March 1, 2017; September 21, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

CONFLICT-OF-INTEREST

1019

POLICY:

Board members (**and employees**) shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members, or in any body or board of which they are members.

A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the District.

In compliance with law and regulation, the Superintendent-President shall establish administrative procedures to provide for disclosure of assets of income of Board members who may be affected by their official actions, and prevent members from making or participating in the making of Board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

**REFERENCE/
AUTHORITY:**

California Government Code Sections 1090, et seq.,
1126, 87200 et seq.

Title 2, Section 18730, et seq.

ADOPTED:

July 7, 1982

REVISED:

March 18, 1987; May 19, 1999; June 6, 2007; December 1, 2010;
February 15, 2012; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

CODE OF ETHICS/STANDARDS OF PRACTICE

1020

POLICY:

The Board maintains high standards of ethical conduct for its members.

The following standards of performance establish a norm for trustee performance. The adoption of these standards is the Board commitment to a set of values guiding the performance of Board members.

Each member of the Governing Board shall:

1. Hold the educational welfare of the students of the District as a primary concern by:

a. Ensuring the District maintains equality of opportunity for all students without regard to national origin, religion, age, sex, gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

b. Communicating the Board's interest in and respect for student accomplishments by attending student ceremonies and events.

2. Recognize that authority rests only with the Board in a legally constituted meeting and not with individual members.

3. Promote and maintain good relations with fellow Board members by:

a. Giving each member courteous consideration of his/her opinion.

b. Recognizing the importance of keeping an open mind and promoting the opportunity to think through other facts and points of view which may be presented at legally constituted Board meetings.

4. Recognize that he/she is responsible to all citizens of the District, not solely to those who elected the member. The

authority delegated to the Board member by the voters must be exercised with as much care and concern for the least influential as for the most influential member of the community.

5. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.

a. Base decisions upon all available facts in each situation.

b. Maintain independent judgment unbiased by private interest or partisan political pressure.

c. Abide by and uphold the final majority decision of the Board.

6. Recognize that the primary function of the Board is to establish the policies by which Solano Community College District is to be administered. Welcome and encourage the active involvement of employees, students, and the public, and consider their views in deliberations and decisions as a Board member by adhering to the law and spirit of the open meeting laws and regulations.

7. Delegate authority to the Superintendent-President as the chief executive officer and confine Board action to policy determination, planning, overall approval and evaluation, and maintaining the fiscal stability and instructional integrity of the District.

8. Conduct all District business in open public meetings and hold Closed Sessions only for those purposes permitted by law. Maintain confidentiality of all privileged information communicated in Closed Session.

9. Avoid any situation that may constitute a conflict of interest. Inform the entire Board or the Board President when a matter under consideration might involve or appear to involve a conflict of interest.

10. Utilize opportunities to enhance his/her role as a Board member through participation in educational conferences, workshops, and training sessions offered by local, state, and national organizations. This also includes being informed about the actions and positions of state and

national community college trustees' associations.

11. Adhere to the Board Code of Conduct adopted February 4, 2009.

12. Promptly investigate and address any violation by a Board member or Board Members of the Code of Ethics as stated in BP 1021, Violation of Code of Ethics.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board
Accreditation Standards IV.C.11

ADOPTED: October 6, 1993

REVISED: May 19, 1999; June 6, 2007

REVIEWED: June 2, 2010; June 18, 2014; March 1, 2017; September 21, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

VIOLATION OF BOARD CODE OF ETHICS

1021

POLICY: Charges by any person that a board member has violated laws and regulations of governing board behavior shall be directed to the Board President or the Governing Board.

The Board President or an Adhoc Committee shall review any charge of any trustee violation of the Board Code of Ethics as set forth in BP 1020 (the “Charge”), which Charge is presented in writing to the Board President. The Board President or an Adhoc Committee shall then determine whether a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge. The accused trustee shall be informed immediately of the Charge and provided with all information obtained by the Board President or other Board members. The accused trustee shall not be entitled to vote in proceedings held under this section.

If the Charge states that the Board President committed the violation, the Board Vice President shall assume the role of Board President for the purpose of this section. If both the Board’s President and Vice President are named in the Charge, an Adhoc Committee composed of three trustees not subject to the Charge will examine the Charge. The Adhoc Committee will be appointed by the Board and appoint a chair.

If the Board President or Adhoc Committee determines a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge, the Board President or chair of the Adhoc Committee shall request from any party any relevant, available evidence, including documents, statements, recordings and other items that tend to show that facts that constitute the violation did or did not occur (the “Evidence”). The accused trustee shall have the right to present any evidence relevant to a determination of guilt or innocence, including the right to face and question any accuser.

Once the Board President or chair of the Adhoc Committee has assembled the evidence, then the Charge and the evidence shall be presented to the Board for action within a reasonable period of time. The Board shall determine whether (1) the Charge is a violation of the Board Code of Ethics as set forth in BP 1020; and, (2) the evidence proves that the facts constituting the Charge did occur. If the Board, by majority vote, determines both in the affirmative, accused trustee shall be deemed “Guilty of Ethical Violation” by the Board.

The Board shall then, by majority vote, determine what further action to take, if any. Possible courses of action include, but are not limited to, censure or any other consequence on the advice of Board counsel.

If, after the trustee is deemed Guilty of Ethical Violation, the Board President or chair of the Adhoc Committee determines that the Charge may contain a violation of an applicable criminal code, the Board shall consult outside legal counsel for a professional opinion whether or not it does. After such consultation, the Board may refer the Charge and the evidence to the Solano County District Attorney upon a unanimous vote of the Board, excluding the accused trustee(s).

**REFERENCES/
AUTHORITY:**

Solano Community College District Governing Board

Accreditation Standard IV.C.11

BP1021

ADOPTED: June 6, 2007

REVISED: March 1, 2017

REVIEWED: October 20, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

REGULAR AND OTHER TYPES OF MEETINGS

1025

POLICY:

REGULAR MEETINGS

The date, time and place of the regular Board meetings shall be established at the annual organizational meeting of the Board. The date, time and place of the regular meeting may be changed by action of the Board at any previous meeting. In the event of a change of meeting date, time or place, the Secretary of the Board shall give written notification to the Board members and shall inform the public of the change at least seventy-two (72) hours in advance of the meeting.

Regular meetings of the Board shall be held the first and third Wednesday of each month, except in January and July when regular meetings shall be held only on the third Wednesday. Regular meetings of the Board shall normally be held at 4000 Suisun Valley Road, Room 626, Fairfield, CA 94534.

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

OTHER TYPES OF MEETINGS

Recessed Meetings

Meetings may be recessed by the Board President with the consent of the majority of members present.

Adjourned Meetings

The Board may, at any time in a meeting, adjourn to complete any unfinished business of an adjourned meeting at a specified time and place, and such time and place shall be posted within twenty-four (24) hours after the time of adjournment. The adjourned meeting shall take up its business at the point in the agenda when the motion was acted upon to adjourn.

REFERENCES/

AUTHORITY: California Education Code Section 72000(d)

California Government Code Sections 54952.2, 54953
et seq.; 54955, 54961

BP1025

ADOPTED: March 18, 1987

REVISED: May 19, 1999; June 6, 2007; March 1, 2017; September 21, 2022

REVIEWED: June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

ANNUAL ORGANIZATIONAL MEETING

1026

POLICY: As part of the December Board meeting at which the newly elected Governing Board first meets, an annual organizational meeting shall be held at which time the Board shall elect a President, Vice President, and appoint the Secretary (Superintendent-President) for a one-year term of office each and set the time and place of regular meetings of the Board.

REFERENCES/

AUTHORITY: California Education Code Sections 72000(c)(2)(A)

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007;

REVIEWED: June 15, 2010; April 2, 2014; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

SPECIAL AND EMERGENCY MEETINGS

1027

POLICY: Special meetings may from time to time be called by the President of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Board when prompt action is needed. This may be due to ***an actual or*** threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Superintendent-President shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

**REFERENCES/
AUTHORITY:**

California Government Code Sections 54956, 54956.5, 54957

California Education Code Sections 72129

BP1027

ADOPTED: July 7, 1982

REVIEWED: March 18, 1987; May 19, 1999; June 6, 2007;
June 2, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

CLOSED SESSIONS

1030

POLICY: Closed sessions of the Board shall only be held as permitted by applicable legal provisions, including, but not limited to, the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- The appointment, employment, evaluation of performance, discipline or dismissal of a public employee.
- Charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- Advice of counsel on pending litigation, as defined by law.
- Consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling.
- Real property transactions.
- Threats to public security.
- Review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator.
- Discussion of student disciplinary action, with final action taken in public.
- Conferring of honorary degrees.
- Consideration of gifts from a donor who wishes to remain anonymous;
- To consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote or abstention of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be discussed by action of the Board or by law.

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Superintendent-President. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

**REFERENCES/
AUTHORITY:**

California Government Code Sections 11125.4; 54956.8;
54956.9; 54957; 54957.6

California Education Code Section 72122

ADOPTED: July 7, 1982

REVISED: March 18, 1987; June 6, 2007;

REVIEWED: October 20, 2010; June 18, 2014; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

HEARINGS ON BUDGET

1032

POLICY: Prior to the official adoption of the District budget, a public hearing shall be held on said budget.

**REFERENCES/
AUTHORITY:** California Code of Regulations, Title 5, Section 58305

ADOPTED: July 7, 1982

REVISED: May 19, 1999; June 6, 2007;

REVIEWED: June 2, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

QUORUM AND VOTING

1035

POLICY: A quorum of the Board shall consist of four members, excluding the Student Trustee.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot. The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.

The following actions require a two-thirds majority of all members of the Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required).
- Resolution of intention to dedicate or convey an easement.
- Resolution authorizing and directing the execution and delivery of a deed.
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body.
- Appropriation of funds from an undistributed reserve.
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district.
- Resolution authorizing lease of District property under a lease for the production of gas.

A roll call vote is required on all resolutions and any Board member may request a roll call vote on any motion.

REFERENCES/

AUTHORITY: California Education Code Sections 72000(d)(3); 81310 et seq.; 81365; 81511; 81432

California Government Code Section 53094; 54950. et seq.

Code of Civil Procedure Section 1245.240

Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987 (Voting); May 19, 1999; June 6, 2007; March 1, 2017

REVIEWED: October 20, 2010; June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

AGENDAS

1036

POLICY: Preparation of Board Agenda

The agenda of the meeting will be prepared and presented by the Superintendent-President in consultation with the Board President.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting by submitting a written summary of the item , along with any back-up materials to be considered, to the Superintendent/President at least eight (8) working days prior to the meeting. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90-day period following the initial submission.

Any Board member who wishes an item to be placed on the agenda shall request the President of the Board or the Superintendent-President to include it thereon.

Consent Agenda

The consent agenda is a list of actions for routine items that are self-explanatory or require no discussion. Any Board member, District employee, or interested citizen may request an item be removed from the consent agenda to another place on the agenda for discussion before action.

Amendment of the Agenda

The agenda may be amended by the Board prior to adoption, except that no item may be added which requires action unless it is an emergency item.

Posting of Board Agenda

The agenda shall be posted at the College and accessible for viewing by the public and District employees adjacent to the place of meeting at least seventy-two (72) hours prior to the time of a regular meeting and at least twenty-four (24) hours prior to a special meeting. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability. Agendas will also be available at Board meetings.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- A majority decides there is an “emergency situation” as defined for emergency meetings.
- Two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted.
- An agenda item that was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Superintendent-President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

REFERENCES/ AUTHORITY:

California Education Code Section 72121; 72121.5

California Government Code Section 54954 et seq., 6250 et seq.

Robert’s Rules of Order

Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007; March 1, 2017

REVIEWED: October 20, 2010; June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

ORDER OF BUSINESS

1037

POLICY: The order of business for regular Board meetings is as follows, unless otherwise ordered:

1. Call to Order
2. Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Approval of Agenda
5. Comments from Members of the Public on Closed Session agenda items
6. Closed Session, if called
7. Reconvene Regular Meeting
8. Report of Action Taken in Closed Session
9. Comments from Members of the Public on Open Session agenda items
10. Reports:
 - Associated Students of Solano College (ASSC)
 - Academic Senate
 - Shared Governance Council
 - Superintendent-President
11. Consent Agenda – Action Items
 - Superintendent-President
 - Human Resources
 - Finance and Administration
 - Academic Affairs
 - Student Services
 - Information Systems

12. Retirements of Staff with 10 or More Years of Service

13. Non-Consent Agenda Items – Action Items

Superintendent-President
Human Resources
Finance and Administration
Academic Affairs
Student Services
Information
Systems

14. Information/Action Items – Action May Be Taken

15. Information Items – No Action Required

16. Announcements

17. Items from the Board

18. Adjournment

The President of the Board may rearrange the agenda during a meeting if there is no objection from a majority of the members present.

**REFERENCES/
AUTHORITY:**

Solano Community College District Governing Board

ADOPTED:

July 7, 1982

REVISED:

March 18, 1987; September 21, 1994; May 19, 1999;
October 20, 1999; June 6, 2007; December 16, 2009; March 1, 2017

REVIEWED:

October 20, 2010; June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

RULES OF PROCEDURE FOR CONDUCT OF MEETING

1040

POLICY: Robert's Rules of Order (latest edition) shall govern the proceedings and conduct of Board meetings, except where the Board's own policies or state regulations or statutes provide otherwise.

**REFERENCES/
AUTHORITY:** Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: June 6, 2007;

REVIEWED: October 20, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

DECORUM

1041

POLICY:

The Board recognizes both the value of free expression of views and its statutory obligations to make policy decisions essential to the management of the District. Toward these ends, the following rules of order, established under authorization of state statutes, shall govern the conduct of all Board meetings.

1. The President of the Board shall direct the orderly presentation of reports and discussion on all agenda items and on matters introduced during the meeting.
2. After an agenda item has been presented and staff reports made, the Board may invite public participation in discussion relating to the item prior to Board action. Persons addressing the Board shall preface their remarks by giving their name and organizational affiliation, if any, to the President of the Board.
3. During any portion of the meeting, the Board may prescribe a time limit on individual presentations and/or a time limit on the total time to be allocated to all presentations on a given item or issue, and the Board may allow all interested participants to address the Board before allowing any participant to be heard a second time.

The following will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in Closed Session.
- Profanity, obscenity and other offensive language.
- Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board. If the behavior continues, the persons(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

**REFERENCES/
AUTHORITY:**

California Education Code Section 72121.5

California Government Code Section 54954.3(b)

Solano Community College District Governing Board

BP1041

ADOPTED: March 18, 1987

REVISED: May 19, 1999; June 6, 2007; March 1, 2017

REVIEWED: October 20, 2010;

SOLANO COMMUNITY COLLEGE DISTRICT

PUBLIC PARTICIPATION AT BOARD MEETINGS

1042

POLICY: The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

Items Not on Board Agenda

1. There will be a time at each regularly scheduled Board meeting for the general public to present items not on the agenda. Members wishing to present such items shall submit a Public Comment Card available at the press table at the beginning of the meeting to the Superintendent-President or designee that summarizes the item and includes his or her name and organizational affiliation, if any. No action may be taken by the Board on such items.

Items on Published Board Agenda

2. Members of the public may address items on the prepared agenda in accordance with Board Policy 1036. Members wishing to address such items shall submit a Public Comment Card available at the press table at the beginning of the meeting to the Superintendent-President **or** designee that identifies the item and provides his or her name and organizational affiliation, if any.

Written Communications on Board Agenda Items

Members of the public may submit written communications to the Board on items on the agenda prior to the Board meeting. Written communication regarding items on the Board's agenda must reach the office of the Superintendent-President not later than three (3) business days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, written communications that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Other

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District in writing.

Oral communication on Board Agenda Items

Comments must be addressed to the Board as a whole and not to individual members or District employees. Members of the public should complete a blue card prior to the start of the meeting and include the agenda item to which they wish to speak, the speaker's name and organizational affiliation, if any. Comments from the public will be limited to three (3) minutes per person. Where comments are repetitive, the Board President may request that a spokesperson representing the opinions of the group be identified and speak to the matter. The Board President may determine that due to time constraints, oral communication on an agenda item will be limited.

Public Requests for Agenda Items (Ed. Code, § 72121.5)

Members of the public may request that items directly related to District business be placed on a future agenda. The Board shall determine whether an item should be placed on a future agenda.

Requests for agenda items shall be submitted in writing to the Superintendent-President's Office. The request must be in sufficient detail to provide for adequate preparation and notice. Unless there is a valid business reason for doing otherwise, requests shall be scheduled in the order received. Requests must be received at least two (2) weeks prior to the meeting requested. The Superintendent-President may defer the item to a future agenda if determined that such deferral is appropriate or necessary. The decision to defer may, at the least, be based upon the following considerations:

- The orderly management of the Board of Trustees' agenda including volume of items scheduled for a particular meeting.
- The amount of staff preparation needed for the item.
- The possibility that the matter is sufficiently germane to an item planned for a future agenda to allow for consolidation with that item.

A request to place an item on the agenda shall not be granted if it is repetitive of an item previously heard within the past 90-day period. If the item is an appeal for which an appeal or complaint procedure is established, the appellant must have exhausted the administrative procedure before the appeal before the Board is scheduled. If the item is a part of the negotiations process, it shall be referred to that process and presented to the Board through the negotiations process.

REFERENCES/

AUTHORITY: California Education Code Section 72121.5

 California Government Code Section 54954.3; 54957.5

 Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: March 18, 1987; September 21, 1994; May 19, 1999;
 June 6, 2007; March 1, 2017

REVIEWED: October 20, 2010; June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

SPEAKERS

1043

POLICY:

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the Consent Agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Governing Code Section 3547 and the policies of this Board implementing that section.
- They shall complete a Public Comment Card to address the Board at the beginning of the meeting at which they wish to speak.
- The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.
- No member of the public may speak without being recognized by the President of the Board.

- Each speaker will be allowed a maximum of three (3) minutes per topic except as extended by the Board President or action of the Board. The Board President can establish a reasonable maximum time allotment for public speakers on one (1) subject regardless of the number of speakers at any one (1) Board meeting.

The three (3) minutes time allotted for speaking per topic is only allotted for the individual whose name is on the Public Comment Card that is submitted at the beginning of the meeting. No speaker can yield their 3 (three) minutes or a portion of their 3 (three) minutes to another speaker. (Robert's Rules of Order, latest edition).

- Each speaker coming before the Board is limited to one (1) presentation per specific agenda item before the Board, and to one (1) presentation per meeting on non-agenda matters.

**REFERENCES/
AUTHORITY:**

California Government Code Sections 54950, et seq.

California Education Code Section 72121.5

Roberts Rules of Order, 11th ed. Section 43

ADOPTED: July 7, 2007

REVISED: June 18, 2014; March 1, 2017

REVIEWED: October 6, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

DIRECT REQUESTS FOR BOARD ACTION

1044

POLICY: Requests of the public, employees, or students delivered or made directly to the Board will be referred to the Superintendent-President for consideration and/or recommendation before Board consideration.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: June 6, 2007;

REVIEWED: June 2, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

MINUTES OF MEETINGS

1045

POLICY: The Superintendent/President shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Solano Community College District Governing Board meeting minutes shall include, but not be limited to, the following:

- a summary of agenda items that presents the basic essence of each presentation;
- the identity of all persons speaking before the Governing Board;
- all requests made by the Governing Board for follow-up at future Board meetings;
- A summary of all Board action(s) taken at the meeting.

The minutes of the Board meeting will reflect Board members present.

The minutes shall indicate the time of arrival or departure of members once the Board is in session.

The minutes shall also include all resolutions and recommendations of the administration and pertinent information upon which action has been taken by the Board.

The minutes shall be public records and shall be available to the public.

**REFERENCES/
AUTHORITY:**

California Education Code Section 72121(a)

California Government Code Section 54957.5

Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: May 19, 1999; June 6, 2007;

REVIEWED: October 6, 2010; April 2, 2014; March 1, 2017

RECORDING

1046

POLICY:

If the Board records an open and public meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250, et seq. The Superintendent-President is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty (30) days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may record or broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

REFERENCES/ AUTHORITY:

California Government Code Sections 54953.5; 54953.6

California Education Code Section 72121(a)

Solano Community College District Governing Board

ADOPTED:

June 6, 2007

REVISED:

March 1, 2017

REVIEWED:

June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD ACTION TO DETERMINE WHETHER OR NOT AN ISSUE DIRECTLY AFFECTS THE COLLEGE

1057

POLICY: The Board shall consider only those matters directly affecting the College unless the Board, by majority vote, determines that it will consider a matter not directly affecting the College.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

ADOPTED: July 7, 1982

REVISED: June 6, 2007;

REVIEWED: June 2, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

FLYING THE FLAG AT HALF-STAFF

1060

POLICY: The United States Flag and the State of California Flag will be flown at half-staff in accordance with federal and state regulations.

The Superintendent-President is authorized to encourage all members of the academic community to show respect and honor the flags of the United States of America and the State of California. He or she shall comply with orders to fly the flag at half-staff when called upon to do so by the President of the United States, the Governor of the State of California, or the Board of Trustees. The Superintendent-President, Governing Board President, and Vice President may approve a request to fly the flag at half-staff when they deem it appropriate.

By Resolution of the Board of Trustee, the flags of the United States, and the State of California can be flown at half-staff upon the death of public officials at all levels of government. When death of the public official to be so honored is verified, flags shall be flown at half-staff immediately. The flags shall remain at half-staff during each day they are normally flown until lowered at the end of the day on which the funeral is solemnized.

Finally, the honor and reverence accorded this solemn act should not be diminished by the display of the flag at half-staff on occasions of local tragedy wherein a county flag flown at half-staff would be more appropriate.

REFERENCES/

AUTHORITY: United States Code 9SC) Title 36, Chapter 10

The Flag Code Title 4, USC, Chapter 1

Solano Community College District Governing Board

ADOPTED: May 19, 1999

REVISED: June 6, 2007; March 1, 2017

REVIEWED: October 6, 2010; April 2, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD SELF-EVALUATION

1070

POLICY: The Board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning. To that end, the Board has established the following processes:

1. Once a year, at the Annual Board Retreat, the Board will conduct a self-evaluation.
2. The evaluation instrument incorporates criteria contained in these Board policies regarding Board operations, as well as criteria defining Board effectiveness promulgated by recognized practitioners in the field and it is included in AP 1070.
3. Board members will be asked to complete the evaluation instrument and submit them to the Secretary of the Board prior to the Retreat.
4. A summary of the evaluations will be presented and discussed at the Board Retreat session scheduled for that purpose.
5. The result will be used to identify accomplishments in the past year and goals for the following year.

**REFERENCES/
AUTHORITY:**

Accreditation Standard IV. C.10

ADOPTED: July 6, 2007

REVISED: October 7, 2009;

REVIEWED: October 20, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

COMMUNICATIONS AMONG BOARD MEMBERS

1071

POLICY: Members of the Board shall not communicate among themselves by the use of any form of communication, (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board. In addition, no other person shall make serial communications to Board Members.

**REFERENCES/
AUTHORITY:**

California Government Code Section 54952.2

ADOPTED: June 6, 2007

REVISED: March 1, 2017

REVIEWED: June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD EDUCATION

1072

POLICY: The Board is committed to its ongoing development as a Board and to a trustee education program that includes new trustee orientation.

To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster trustee education.

**REFERENCES/
AUTHORITY:**

Accreditation Standard IV.C.9

ADOPTED: June 6, 2007

REVISED:

REVIEWED: October 20, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

COMMITTEES OF THE BOARD

1073

POLICY: The Board may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any standing committee established by Board action shall comply with the requirements of the Brown Act and with these policies regarding open meetings.

Board Ad hoc committees that are composed solely of less than a quorum of members of the Board and do not have authority that may lawfully be exercised by the Board itself, are not required to comply with the Brown Act, or with these policies regarding open meetings.

Board committees have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

The Board has established the following standing committee:

- Audit Committee.

REFERENCES/

AUTHORITY: California Government Code Section 54952

ADOPTED: June 6, 2007

REVIEWED: October 20, 2010; June 18, 2014; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

PERSONAL USE OF PUBLIC RESOURCES

1074

POLICY: No Trustee shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

REFERENCES/

AUTHORITY: California Government Code Section 8314

Penal Code Section 424

ADOPTED: June 6, 2007

REVISED:

REVIEWED: October 20, 2010; March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

DELEGATION OF AUTHORITY TO SUPERINTENDENT-PRESIDENT

1075

POLICY: The Board delegates to the Superintendent-President the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Superintendent-President may delegate any powers and duties entrusted to him or her by the Board including the administration of Solano College, Travis University Center, Vacaville Center, and the Vallejo Center, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Superintendent-President is empowered to reasonably interpret Board policy. In situations where there is no Board policy direction, the Superintendent-President shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Superintendent-President to inform the Board of such action and to recommend written Board policy if one is required.

The Superintendent-President is expected to perform the duties contained in the Superintendent-President job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Superintendent-President.

The Superintendent-President shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Superintendent-President shall make available any information or give any report requested by the Board as a whole. Individual trustee requests for information shall be met if, in the opinion of the Superintendent-President, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be available to all trustees.

The Superintendent-President shall act as the professional advisor to the Board in policy formation.

REFERENCES/

AUTHORITY: California Education Code Sections 70902(d), 72400

ACCJC Accreditation Standards IV.B.5, IV.C.12, and IV.D.1

ADOPTED: June 6, 2007

REVISED:

REVIEWED: October 6, 2010; March 1, 2017

POLICY:

The Governing Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent-President action under which the District is governed and administered.

Each of the following groups shall participate as required by law in the decision-making processes of the District:

Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

Staff (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the **representative** groups will be given every reasonable consideration.

Students (Title 5, Section 51023.7.)

The Associated Students of Solano College (ASSC) shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate within the following timeframe:

- (1) The applicable campus group or groups shall have no more than two months (three months if over summer or semester break) from the Board's first reading of a policy to propose addition(s)/deletion(s) to a policy or agree to the policy as submitted to the Board for first reading.
- (2) After a policy has been perused by all appropriate campus groups for their input, the Secretary of the Board shall submit the proposed policy to the Board Ad Hoc Policy Committee within two weeks following the meeting date at which the policy was reviewed by the last campus group submitting their input on the policy that was submitted to the Board for first reading.
- (3) The Board Ad Hoc Policy Committee will recommend the policy to the Board for approval by the second Governing Board meeting following receipt of policy from the Secretary of the Board.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

**REFERENCES/
AUTHORITY:**

Education Code Section 70902(b)(7); Title 5
Sections 53200 et seq., (Academic Senate), 51023.5
(Staff), 51023.7 (Students)

Accreditation Standard IV.A and IV.D.7

ADOPTED: June 18, 2014

REVISED: March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

SERVICE ANIMALS AND ANIMALS ON CAMPUS

1080

POLICY:

Service Animals

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a service animal in District facilities and on District campuses in compliance with state and federal law.

A “Service Animal” is any dog or a miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the handler’s disability.

Animals on Campus

Animals are not allowed on District property or the campus with the exception of those animals specifically exempted by this policy.

The following animals are exempted from this policy and permitted on District property:

- i. Service animals as identified above.
- ii. On-duty police dogs.
- iii. An animal used for instructional purposes, for a limited time span, and under the immediate control of the instructor or handler with prior approval of the SCC Campus Sheriff.
- iv. One-time exceptions may be granted for events involving animals. Exceptions must be requested through the Facilities Scheduler with approval of the SCC Campus Sheriff.
- v. A leashed animal is permitted on the frontage island, the perimeter road and sidewalks, and campus access to the linear park.

vi. Animals are not allowed in vehicles unattended pursuant to California Vehicle Code Section 21113 and California Penal Code Section 597.7.

Owners of animals exempt by this policy must ensure vaccinations and licensing requirements are current according to county code, are in good health, follow College leash and control regulations, and are registered with the SCC Campus Sheriff.

Due to the risk of injury from animals to persons on campus, owners of non-exempt animals found on campus will be asked to remove them. If an unrestrained animal is sighted on campus, SCC Campus Sheriff should be notified and will request the owner to remove the animal.

Owners of animals found on campus in violation of this regulation will be subject to citation and fine as provided by the California Vehicle Code Section 21113, and/or Solano County Code Sections 8.04 through 8.12, and/or have their animals impounded by authorized College officials, or the Solano County Humane Animal Services.

**REFERENCES/
AUTHORITY:**

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.;
28 Code of Federal Regulations Part 35;
28 Code of Federal Regulations Part 36;
34 Code of Federal Regulations Part 104.44(b)

California Penal Code 365.5, 365.7, 597.7

Civil Code 54.1

Solano Community College District Governing Board

California Vehicle Code Section 21113

Solano County Code Sections 8.04 through 8.12

ADOPTED: May 7, 2008

REVISED: March 1, 2017; September 21, 2022

REVIEWED: June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

AUDITOR

1085

POLICY:

The Board of Trustees shall ~~appoint~~ **employ** an auditor or auditing firm to serve as College Auditor and to advise the Board. Such auditors shall conduct the annual audit of all College accounts in accordance with procedures prescribed in the Student Attendance Accounting Manual adopted by the Board of Governors of the California Community Colleges. The auditor shall be available for consultation with the Board or the College administration as needed. The auditor shall be employed after approval by the Board upon the recommendation of the Audit Subcommittee of the Board. The payment of fees for auditing services will be determined by the Board upon selection of the auditor or auditing firm.

REFERENCES/

AUTHORITIES: Education Code Section 70902

ADOPTED: May 1, 2013

REVISED: March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

LEGAL COUNSEL

1090

POLICY: The Board of Trustees shall employ an attorney or attorneys, as needed, to serve as Legal Counsel and to advise the Board. Such attorneys shall be available for regular and special meetings of the Board when requested and be available for consultation as needed. The Legal Counsel shall be employed after approval by the Board upon the recommendation of an Adhoc Subcommittee of the Board. The payment for services for Legal Counsel will be determined by the Board upon employment.

REFERENCES/

AUTHORITIES: Solano Community College District Governing Board

Education Code Section 70902

ADOPTED: May 1, 2013

REVIEWED: March 1, 2017

SOLANO COMMUNITY COLLEGE DISTRICT

POLITICAL ACTIVITY

1095

POLICY: Members of the Governing Board shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Governing Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of District bond issues or other ballot measures.

The Superintendent-President, as Secretary of the Board, shall not participate in endorsements or contributions to candidates and shall not use his/her name in connection with campaigns.

REFERENCES/

AUTHORITIES: Education Code Sections 7054; 7054.1 7056

Government Code 8314

ADOPTED: May 1, 2013

REVISED: June 18, 2014; March 1, 2017

DISTRIBUTION OF TICKETS OR PASSES

1096

POLICY: From time to time, the District receives tickets or passes to community facilities, events, shows, or performances for an entertainment, amusement, recreational, or similar purpose. The District will distribute these tickets or passes when attendance at the event will further the District's mission or will significantly contribute to the professional development of an employee or a member of the Board of Trustees.

REFERENCES/

AUTHORITY: Title 2, Section 18944.1

ADOPTED: November 19, 2014

REVIEWED: March 1, 2017