AGENDA ITEM 9.(a)
MEETING DATE September 1, 2010

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED 2010-2011 DISTRICT BUDGETS

REQUESTED ACTION: INFORMATION

SUMMARY:

The Board will hold a study session on the Proposed 2010-2011 District Budgets. The public hearing and formal adoption of the proposed budgets will be held at the Board’s next regular meeting on September 15, 2010.

The Proposed 2010-2011 District Budgets will be presented by Roy V. Stutzman, Consultant, Finance & Administration.

A copy of the budgets is provided to the Board under separate cover. Copies are available in the Office of Vice President of Finance & Administration and the Office of the Superintendent-President. Copies will also be available to the public on the night of the meeting at the Press Table.

SUPERINTENDENT'S RECOMMENDATION: ☑ NOT REQUIRED ☐ TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 20, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

August 20, 2010
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2010-2011

One Year Temporary Assignment

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timothy White</td>
<td>Welding Instructor One-Year Temporary Replacement</td>
<td>8/16/10 – 5/25/11</td>
<td>$ 67,772.00</td>
</tr>
</tbody>
</table>

(initial placement—possible adjustment pending verification)

Short-term/Temporary/Substitute

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Amount/ Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Burgess</td>
<td>*Quality &amp; Safety Education for Nurses (QSEN) Implementation</td>
<td>9/2/10 – 9/30/10</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Bonita Knuckles</td>
<td>*Quality &amp; Safety Education for Nurses (QSEN) Implementation</td>
<td>9/2/10 – 9/30/10</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Christine Kucala</td>
<td>Substitute Science Lab Tech</td>
<td>8/23/10 – 12/19/10</td>
<td>$ 18.78 hour</td>
</tr>
<tr>
<td>Sandra Maggy</td>
<td>Substitute Children’s Programs Assistant or Specialist (as needed)</td>
<td>8/20/10 – 6/30/11</td>
<td>$ 14.01 hour</td>
</tr>
<tr>
<td>Danielle Slade</td>
<td>Reading/Writing Lab Tech</td>
<td>8/23/10 – 12/19/10</td>
<td>$ 18.16 hour</td>
</tr>
<tr>
<td>Evelyn Zlomke</td>
<td>*Quality &amp; Safety Education for Nurses (QSEN) Implementation</td>
<td>9/2/10 – 9/30/10</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>*Grant Funded</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Karen H. Ulrich
Director of Human Resources

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

August 20, 2010
Date Submitted

August 20, 2010
Date Approved
<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Division/Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agaiva Afisivalu</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Chelsea Aracil</td>
<td>Manager for women’s basketball Team.</td>
<td>PE/Athletics</td>
</tr>
<tr>
<td>Lovella Asuncion</td>
<td>Assist with volleyball drills during practices.</td>
<td>PE/Athletics</td>
</tr>
<tr>
<td>Amanda</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Baisden-Bell</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Angela Barukh</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Sulchjinder Binning</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Fred Butler</td>
<td>Assist students in Adapted PE Weight Training and Adapted Aquatics classes.</td>
<td>PE/DSP</td>
</tr>
<tr>
<td>Rudy DiEmidio</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Isaac “Ike” Fabunan</td>
<td>Assist volleyball head coach.</td>
<td>PE/Athletics</td>
</tr>
<tr>
<td>Brian Freeman</td>
<td>Teach appropriate lab skills.</td>
<td>Health Occupations</td>
</tr>
<tr>
<td>Jeanne &amp; Tom Grube</td>
<td>Parent volunteers.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Kyle Hightree</td>
<td>EMT skills.</td>
<td>Health Occupations</td>
</tr>
<tr>
<td>Ernie Kimme</td>
<td>Math lab tutor.</td>
<td>Math/Science Division</td>
</tr>
<tr>
<td>Georgine Koot</td>
<td>Assist students in Adapted PE Weight Training and Adapted Aquatics classes.</td>
<td>PE/DSP</td>
</tr>
<tr>
<td>Rafael &amp; Marianne Manansala</td>
<td>Parent volunteers.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Sarah Nunez</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Karima Rahimi</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Noel Reddick</td>
<td>Assist at pre-season volleyball practices.</td>
<td>PE/Athletics</td>
</tr>
<tr>
<td>Alvin Saint-Louis</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Veronica Sanchez</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Hope Scott</td>
<td>Parent volunteer.</td>
<td>Health Occupations</td>
</tr>
<tr>
<td>Nicholas Smith</td>
<td>EMT skills.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Heather Snyder</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Richard Stewart</td>
<td>EMT skills.</td>
<td>Health Occupations</td>
</tr>
<tr>
<td>Vanessa Vasquez</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Diana Williams</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Anna Wood</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
<tr>
<td>Michelle York</td>
<td>Parent volunteer.</td>
<td>Health Occupations/Children’s Programs</td>
</tr>
</tbody>
</table>
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Warrant Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/16/10</td>
<td>Vendor Payment</td>
<td>11023555-11023559</td>
<td>$3,598.54</td>
</tr>
<tr>
<td>08/19/10</td>
<td>Vendor Payment</td>
<td>11023560-11024049</td>
<td>$46,537.00</td>
</tr>
<tr>
<td>08/20/10</td>
<td>Vendor Payment</td>
<td>11024050-11024052</td>
<td>$330,903.84</td>
</tr>
</tbody>
</table>

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

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL  ☐ DISAPPROVAL

☐ NOT REQUIRED  ☐ TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 27, 2010

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

August 27, 2010
TO: Members of the Governing Board

SUBJECT: CONTRACT EXTENSION FOR SUPERINTENDENT-PRESIDENT

REQUESTED ACTION: APPROVAL

SUMMARY:

The attached contract for employment is entered into by and between the Solano Community College District and Dr. Jowel C. Laguerre pursuant to the provisions of the California Education Code Section 72411 to establish the terms and conditions for the Board to retain Dr. Jowel C. Laguerre, Superintendent-President, to provide services as described therein for the Solano Community College District.

The term of this contract commences, retroactively to, July 1, 2010, and ends on June 30, 2014. Upon the expiration of this contract, the District may reemploy Dr. Laguerre in accordance with Education Code Section 72411 and Board Policy No. 4850.

Approval of this contract extension for the Superintendent-President is requested at this time.

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

Denis Honeychurch, J.D.
Board President

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA  94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

August 20, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

August 20, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
Solano Community College
Employment Contract
Superintendent-President

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Dr. Jowel Laguerre (hereinafter "Dr. Laguerre") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Laguerre to provide services as described herein.

2. **POSITION:** Subject to the terms and conditions stated in this Contract, Dr. Laguerre is employed by the District as the Superintendent/President of the Solano Community College District.

3. **TERM:** The term of this Contract commences effective July 1, 2010 and ends on June 30, 2014. Upon the expiration of this Contract, the District may reemploy Dr. Laguerre in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Laguerre in an administrative position beyond the Contract's expiration date. The District shall notify Dr. Laguerre of the District's decision not to reemploy him by March 15 of the final year of the Contract, which shall constitute the sole and exclusive notice to which Dr. Laguerre is entitled. In the absence of such notice not to reemploy, Dr. Laguerre shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.

4. **POWERS AND DUTIES:**

   a. Dr. Laguerre represents that he is specially trained, experienced, and competent to serve as Superintendent/President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.

   b. Dr. Laguerre shall render full-time service in his position and shall have such powers and exercise such duties as are given him by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.

   c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Laguerre.

   d. Dr. Laguerre shall, unless otherwise ordered, serve as Secretary to the Governing Board.

   e. Dr. Laguerre, in fulfilling his duties and exercising his powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.

   f. Dr. Laguerre shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

   g. Dr. Laguerre shall work in a team relationship with District administrative members in support of the Board.
h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. COMPENSATION AND BENEFITS:

a. Salary and Work Days: Dr. Laguerre shall be paid an annual salary of $225,000.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Laguerre and the Governing Board. Dr. Laguerre shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Laguerre works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Laguerre work less than twelve (12) months, he may be paid in either twelve equal installments or for actual months worked.

b. Salary Increase: Any salary increase shall be determined by the Governing Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.

c. Benefits: Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Laguerre and his dependents shall be entitled to receive District-paid medical, vision, and dental insurance, and Dr. Laguerre shall be entitled to receive District-paid life insurance coverage, under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.

1) In lieu of District-paid benefits, Dr. Laguerre may submit a medical benefit waiver request to the District. If approved by the District, Dr. Laguerre shall be permitted to convert $1,500 to a tax sheltered annuity plan or receive the money in cash as long as he participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.

2) Dr. Laguerre has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Laguerre leaves the District after completing ten consecutive years of full-time service, Dr. Laguerre shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Laguerre reaches retirement age provided he pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.

d. Fund-Raising/Entertainment Allowance: Dr. Laguerre shall receive in addition to any salary, a travel and entertainment allowance not to exceed $5,000 per fiscal year. The allowance shall be creditable compensation for STRS and Dr. Laguerre shall pay any necessary state and/or federal taxes. The purpose of this travel and entertainment
allowance is to permit and encourage Dr. Laguerre to engage in activities that promote the interests of the College. In addition, Dr. Laguerre shall provide a monthly report of his activities on behalf of the College. In the event his necessary and reasonable expenditures should exceed $5,000 in any fiscal year, reimbursement shall be subject to Board approval.

e. **Professional Allowance:** Dr. Laguerre shall receive, in addition to any salary, an allowance of up to $3,000 per year, which sum shall be used to maintain his professional competency and leadership by attending such conferences or meetings as he and the Board President deem necessary, subject to Board approval of his absence. Said sum shall be used for all reasonable and necessary expenses, including civic and professional membership dues, travel, meals, lodging and registration fees. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred.

f. **Vehicle Allowance:** The District shall provide Dr. Laguerre with an annual vehicle allowance in the amount of $5,000.00.

g. **Housing Allowance:** The District shall provide Dr. Laguerre with an annual housing allowance in the amount of $10,000.00. This allowance shall expire on June 30, 2011.

h. **Remote Access:** The District shall provide Dr. Laguerre with a laptop computer and reasonably necessary accessories that would enable him to remotely access his campus e-mail.

i. **Stipend for Doctorate Degree:** Dr. Laguerre shall receive an additional stipend of $2,400 upon possessing an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.

j. **Travel and Transportation:** Dr. Laguerre shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred. Alternatively, the District may provide Dr. Laguerre with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.

k. **Employee Retirement Benefits:** Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Laguerre and his spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Laguerre and/or his spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or $250 per year of service with the District to a maximum of 25 years.

2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of $1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and $5,000 payment at the end of the 1st year of retirement.

3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and $10,000 payable to the employee in the 6th and 7th years in $5,000 installments (at the end of each fiscal year).

4) No health and welfare benefits provided but will receive $20,000 in the 1st through 4th years in $5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Laguerre for any costs, if any, incurred by Dr. Laguerre or his spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. **CONDITIONS OF EMPLOYMENT:** This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION:** Dr. Laguerre shall receive a performance evaluation at least once each fiscal year in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Laguerre's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Laguerre. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures.
outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Laguerre shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Dr. Laguerre's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Laguerre and he shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Laguerre in a timely manner to discuss the evaluation.

8. **ADMINISTRATIVE REQUIREMENTS:** Upon assuming his duties, Dr. Laguerre shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.

9. **HOLD HARMLESS:** Upon the written request of Dr. Laguerre, the District shall provide for the defense of any civil action or proceeding brought against Dr. Laguerre by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Laguerre's employment with the District subject to the following:

   a. Dr. Laguerre agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.

   b. The choice of counsel is within the District's discretion.

   c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.

10. **SEVERABILITY:** If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

11. **TERMINATION OF CONTRACT:**

   a. Dr. Laguerre may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to Dr. Laguerre, which will be forwarded to the Governing Board for consideration.

   b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Dr. Laguerre, or impose any other penalties during the term hereof unless a written statement of the
grounds for termination has first been served upon Dr. Laguerre. Dr. Laguerre shall be
given a reasonable opportunity to address the concerns raised in the statement of
grounds, at his option either in writing or during a meeting with the Governing Board,
prior to final Board action on terminating the Agreement, terminating the employment of Dr.
Laguerre with the District, or imposing any other penalties during the term of this
Agreement. This shall constitute his exclusive right to due process except as otherwise
required by law. Any references to District Policies shall not in any way grant the
Superintendent/President due process rights in his administrative position or any other
position with the District beyond those set forth in this Contract.

c. Dr. Laguerre shall notify the Board President of his intent to apply for employment
elsewhere and the reasons therefore. Dr. Laguerre shall further notify the Board President
if he becomes a candidate for employment elsewhere and of any interviews scheduled with
another employer prior to the interview. The failure to follow these requirements shall be
deemed to constitute a material breach of this Contract, and the District may terminate this
Agreement for cause as set forth above.

12. MAXIMUM CASH SETTLEMENT: In accordance with Government Code section 53260 and
53621, in the event of a material breach in termination of this Contract, the parties agree that any
cash settlement shall not exceed the sums due as total compensation for the unexpired term of
this Contract. However, if the unexpired term of the Contract is greater than eighteen (18)
months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr.
Laguerre multiplied by eighteen (18). Any such settlement shall not include any other noncash
items except health benefits, which may be continued for the same duration of time as covered in
the settlement or until Dr. Laguerre finds other employment, whichever occurs first.

13. EXEMPT STATUS: Dr. Laguerre is exempt from overtime provisions of District policies and state
and federal law.

14. ENTIRE CONTRACT: This Contract contains the entire Contract and understanding between the
parties, and supersedes any prior agreements entered into between the parties relating to the
employment of Dr. Laguerre. There are no oral or written understandings, terms or conditions,
and neither party has relied upon any representation, express or implied, not contained in this
Contract. This Contract cannot be changed or supplemented orally. It may only be modified and
superseded by a written instrument executed by both of the parties.

15. NON-WAIVER: Non-enforcement of, or exceptions made to any portion of this Contract shall not
constitute a waiver of that provision of this Contract in the future. Any provision herein may only
be waived in writing as an amendment to this Contract. Any such waiver shall, under no
circumstances, be deemed a waiver of any other portion of this Contract.
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

Dr. Jowel C. Laguerre
Superintendent-President
Solano Community College District

Date

Denis Honeychurch, J.D.
Board President
Solano Community College District

Date
To: Members of the Governing Board

Subject: Memorandum of Understanding Between Solano Community College District and Haiti TEC

Requested Action: Approval

Summary:

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

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

Approval of this Memorandum of Understanding is requested at this time.

Superintendent's Recommendation: ☒ Approval  ☐ Disapproval  ☐ Not Required  ☐ Table

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

Presenter's Name

4000 Suisun Valley Road
Fairfield, CA 94534

Address

(707) 864-7112

Telephone Number

Administration

Organization

August 20, 2010

Date Submitted To Superintendent-President

August 20, 2010

Date Approved By Superintendent-President

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

Page 13
MEMORANDUM OF UNDERSTANDING

BETWEEN

SOLANO COMMUNITY COLLEGE

And

Haiti Tec

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

DESCRIPTION OF THE PARTIES

Solano Community College is part of California's public community college system of 112 campuses in 72 districts across the state. The College's service area encompasses the communities of Benicia, Dixon, Fairfield, Suisun, Vacaville, Vallejo and Travis Air Force Base as well as Winters in Yolo County. Flexible scheduling, designed for students' convenience, includes day, evening and Saturday classes, held on and off the campus, and via the Internet, television, and travel study. The current student population of over 12,000 is evenly divided between day and evening. SCC is accredited by Accrediting Commission for Community and Junior Colleges (ACCJC) of the Accrediting Commission of the Western Association of Schools and Colleges. SCC's mission is to prepare "... a diverse student population to participate successfully in today's local and global communities." SCC provides high quality academic, occupational, cultural, developmental, and continuing education programs that are dedicated to the achievement of student learning outcomes and responsive to the needs of our community.

Haiti Tec is a private non-profit school accredited by the Ministry of Education and Technical Training of the Republic of Haiti. Its students are hired by 129 Haitian NGOs, businesses and manufacturers. This unique concept was founded by members of the Haitian economic private sector with the support of some influential Miami American Citizens. Since its inception Haiti Tec has trained over 4,000 students. It has been the beneficiary of grants awarded by the French
Government, the Taiwanese Government and Belgian Government and thus, has had a long history of stewardship. Haiti Tec is only technical school in Haiti of its kind that is supported by the private sector and recognized by the Ministry of Education.

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

AGREEMENT

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

- Faculty exchange
- Student exchange
- English immersion for faculty, staff and students
- Administrative technical support in academic, student services, technology, finance and development
- Equipment support
- Technical support
- Faculty development
- Curriculum development and upgrade
- Governance leadership: faculty, staff, students and trustees
- Partnership for grants
- Others as needed

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

- Faculty exchange
- Opportunities for internships and externships
- Student travel abroad
- Cooperation for funding
- Faculty research
- Service learning
- French immersion
- Faculty development
- Partnership for Grants
- Others as needed

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

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

Françoise Marzouka  
President of the Board of Directors  
Haiti Tec

Date________________________

Denis Honeychurch, J.D.  
Governing Board President  
Solano Community College

Date________________________

Rhony E. Desrogène  
Executive Director  
Haiti Tec

Date________________________

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

Date________________________
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISION TO THE ADMINISTRATIVE LEADERSHIP GROUP (ALG) SALARY SCHEDULE 2010-2011

REQUESTED ACTION: APPROVAL

SUMMARY:
This item is a proposed revision to the Administrative Leadership Group (ALG) 2010-2011 Salary Schedule. This revision introduces a new range (Range 54). It moves the Vice President of Finance & Administration from Range 52 to Range 54 and the Director of Fiscal Services from Range 46 to Range 49.

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

Karen H. Ulrich
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

August 20, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

August 20, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
Range 45
Managing Director of Theatre Operations

Range 44
Assistant Director, Facilities
Director, Small Business Development Center

Range 43
Director of Children's Programs
Director, Student Development
Manager, Technology Services and Support
Program Developer, Workforce and Economic Development/Contract Education

Range 42
Assistant Director, Facilities
Director, Small Business Development Center

Range 41
Director, Research & Planning

Range 40
Chief, College Police & Public Safety

Range 39
Staff Diversity Coordinator

Range 38
Bookstore Manager
Executive Coordinator-Supt/President & Gov Board
Executive Coordinator-Special Programs
Graphic Arts Services Supervisor

Range 37
Bookstore Supervisor
MESA Director

Range 36
Coordinator, Marketing & Student Recruitment
Supervisor
Facilities
Grounds

Range 35
Executive Assistant
Academic & Student Affairs
Finance & Administration
Human Resources

Range 34
Human Resources Specialist

Range 33
Staff Assistant

Range 32
Executive Assistant
Academic & Student Affairs
Finance & Administration
Human Resources

Range 31
Staff Assistant

Range 30
Director, Technology Services & Support

Range 29
Dean, Student Development & Outreach

Range 28
Dean, Student Development & Outreach

Range 27
Director, Human Resources

Range 26
Academic Success & Learning Resources
Business & Career Technical Ed
Counseling & Special Services
Enrollment Management
Fine & Applied Arts/Behavioral Sciences
Health Occupations, Public Safety, Child & Family Studies
Humanities
Math & Science
PE, Wellness & Athletics
Center Dean
Vacaville and Travis Center
Vallejo Center
Chief Information Systems Officer
Director, Fiscal Services
Executive Director, Institutional Advancement

Range 25
Director, Technology Services & Support
## SOLANO COMMUNITY COLLEGE DISTRICT

### Administrative Leadership/Supervisory/Confidential 2010-11 Schedule

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**Persons possessing an earned doctorate from an accredited institution will receive an additional $2,400.**

### Career Increments (Confidential Employees) after:

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**Salary schedule is based on 223 workdays.**

$10,000 increment between Range 52 & 53.
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION IN SUPPORT OF THE STATE BUDGET
PASSAGE AND PRESERVING COMMUNITY COLLEGE
FUNDING LEVELS, RESOLUTION NO. 10/11–06

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Board Resolution 10/11–06, resolution in support of passing the state budget, preserving community college funding levels and maintaining the spending plan as adopted by the legislative Conference Committee on the state budget. The District supports and participates in advocacy efforts at all levels to preserve and promote community college student access and services, at a time in state history when it is more critically needed than ever. The resolution is attached.

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL

☐ NOT REQUIRED ☐ TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTOR'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

JOWE C. LAGUERRE, Ph.D.
Superintendent-President

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

August 20, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

August 20, 2010

PAGE 20
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION IN SUPPORT OF THE STATE BUDGET
PASSAGE AND PRESERVING COMMUNITY COLLEGE FUNDING LEVELS

RESOLUTION NO. 10/11–06

WHEREAS, California’s 2010-11 fiscal year commenced on July 1, 2010;

WHEREAS, As of this date, a state budget for the fiscal year has not been enacted;

WHEREAS, Governor Arnold Schwarzenegger proposed a budget for community colleges in January that increased funding for student enrollment and recognized the critical role of community colleges in California’s economic recovery;

WHEREAS, The Conference Committee on the State Budget adopted a spending plan that maintained funding for community college enrollment growth, increased funding to restore proposed categorical program reductions, increased funding to “buy out” the negative COLA, and increased funding for community college job training in high-demand occupations;

WHEREAS, The Conference Committee on the State Budget proposed a framework for tax reform that attempts to mitigate against volatile swings in state revenues while reducing the state’s reliance on the highest-income Californians and the disparate treatment of retail and Internet sales;

WHEREAS, The Conference Committee on the State Budget adopted a spending plan that rejects the proposed elimination of the CalWORKs welfare-to-work and the state’s subsidized child care programs, both which serve thousands of community college students;

WHEREAS, The spending plan proposed by the Conference Committee on the State Budget rejects a proposed $1.5 billion cut to K-12 schools;

WHEREAS, The delay in the enactment of the state budget has interrupted state cash payments to community colleges;

WHEREAS, Local community college districts are projected to spend at least $5 million on borrowing costs to accommodate the state’s delays in cash payments, which could otherwise be used to offer 1,200 courses at a time of unprecedented unmet enrollment demand;
WHEREAS, The delay in the enactment of the state budget further is delaying the payment of Cal Grant financial aid awards to community college students, impeding their ability to purchase text books and supplies needed at the beginning of the academic term or requiring community colleges to find alternative funding sources for the aid; and

WHEREAS, The continued budget impasse will have grievous harm on community colleges and community college students if not resolved soon; now therefore be it

RESOLVED, That the Solano Community College District calls upon the Governor and State Legislators to expeditiously adopt a state budget; be it further

RESOLVED, That the District further calls upon the Governor and Legislators to use the Conference Committee on the State Budget’s spending plan as a framework for preserving state programs that have a significant effect on the operations of community colleges while minimizing the increased tax burden on Californians.

PASSED AND ADOPTED This 1st day of September 2010, by the Governing Board of Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISION TO GOVERNING BOARD POLICY NO. 4710 PROCEDURES

REQUESTED ACTION: INFORMATION

SUMMARY:

The District is proposing, on behalf of departments facing work overload, that the short-term project employee language be revised as follows:

- The short-term project cannot exceed 450 175 workdays (regardless of the number of hours worked not to exceed 8 hours per day). The project must have a start and stop date. Some short-term projects may exceed more than one year; however, services cannot exceed 450 175 workdays each fiscal year. Short-term assignments that are six months or longer will be advertised to allow for equal opportunity employment.

The California Education Code, Section 88003, states that short-term project employees may not exceed 195 hours.

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

Karen H. Ulrich
Director of Human Resources

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

August 20, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

August 20, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

PAGE 23