

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

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

EMPLOYMENT 2009-2010

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Ella Tolliver	UMOJA Program Scholars	7/1/09 – 6/30/10	\$ 67.21
Charles Womack	College Police Officer Substitute	6/23/10 – 6/30/10	\$ 18.78

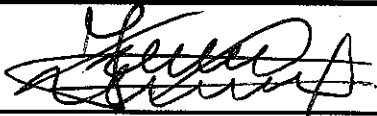
Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<u>Green Education Program (GEP)</u> <u>John Urrutia, Responsible Manager</u>			
Ken Williams	Instructional services	12/17/09 – 6/30/10	\$ 2,800.00 \$ 62.45 hour

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Carey Roth	Vice President, Finance and Administration	June 16, 2010
Nalini Srinivasan	Director, Fiscal Services	June 16, 2010

Trudy Largent, J.D.
 Director of Human Resources


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

June 18, 2010
Date Submitted

June 18, 2010
Date Approved

EMPLOYMENT 2010-2011

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brenda Alexander	From Administrative Assistant III, Small Business Green Grant, 4 hours day/14 months (temporary) To Administrative Assistant III, Admissions & Records 8 hours day/12 months	June 21, 2010

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brad Paschal	80%% Biology Instructor/ 20% Learning Communities Coordinator	Fall 2010 through May 2012

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Anne Bevilacqua	Guest Speaker Humanities 1	8/15/10 – 5/25/11	\$ 56.88
Emily Blair	Guest Speaker Humanities 1	8/16/10 – 5/25/11	\$ 67.21
Jose Cortes	Summer CME Reading	7/21/10 – 8/5/10	\$ 23.69
Carlene Coury	Summer CME Reading	7/21/10 – 8/5/10	\$ 56.88
James DeKloe	Guest Speaker Humanities 1	8/16/10 – 5/25/11	\$ 64.71
Ferdinanda Florence	Guest Speaker Humanities 1	8/16/10 – 5/25/11	\$ 64.71
Melissa Gunby	Summer CME Reading	7/21/10 – 8/5/10	\$ 54.92
Karen Jackson	Summer CME Reading	7/21/10 – 8/5/10	\$ 24.81
Lee Anne Jones	Summer CME Reading	7/21/10 – 8/5/10	\$ 21.65
Jocelyn Mouton	UMOJA Program Scholars	7/1/10 – 6/30/11	\$ 64.71
George Olgin	Summer CME Reading	7/21/10 – 8/5/10	\$ 26.05
Ella Tolliver	UMOJA Program Scholars	7/1/10 – 6/30/11	\$ 67.21
Diane White	Guest Speaker Humanities 1	8/16/10 – 5/25/11	\$ 60.80
Charles Womack	College Police Officer	7/1/10 – 6/30/11	\$ 18.78

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
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Green Education Program (GEP)
John Urrutia, Responsible Manager

Ken Williams	Instructional Services	7/1/10 – 12/31/10	\$ 3,800.00
			\$ 62.45 hour

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

June 22, 2010

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Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Steve Bowman	Journey Level Assistant Fire Instructor	7/1/10 – 6/30/11	\$ 25.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
James Darling	Assist with Fire Academy move and prep for upcoming academy	Health Occupations, Public Safety, and Child & Family Studies
Preston Garcia	Assist disabled students in classroom activities	Counseling/Special Services

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING,
INCORPORATED, (PPL), AND SOLANO COMMUNITY
COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into an agreement with Professional Personnel Leasing, Inc., (PPL), to engage the services of Roy V. Stutzman, who will serve as consultant in Finance & Administration effective June 17, 2010 through December 31, 2010. Mr. Stutzman is a retired Chief Business Officer (CBO) who has extensive experience in the community college system and is well respected in the field for his depth and breadth of knowledge of community college finance, administration, budget development, and facilities planning. He was formerly the District's Vice President of Administrative & Business Services for 12 years.

Attached is a copy of the agreement. Approval is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

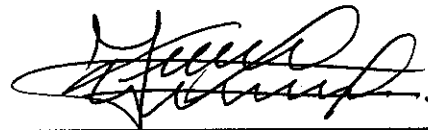
ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

June 18, 2010
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

June 18, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED.**

And

SOLANO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 17th day of June, 2010, by and between Solano Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., a California Corporation (hereinafter "Contractor") to provide professional and administrative services to District.

IT IS MUTUALLY AGREED that Contractor will provide professional and administrative services under the following terms and conditions listed below and as shown in Appendix "A".

NOW, THEREFORE, it is agreed as follows:

1. **Assignment of Personnel.** Contractor shall assign Subcontractor Roy V. Stutzman to perform the services described in this agreement and represents that he is fully qualified and competent to perform the enumerated duties. **If at any time for any reason Subcontractor is unable to perform the services described in this agreement to the satisfaction of the District, the District may terminate this agreement upon 5 days notice to Contractor.** Notice of termination may be given by mail, telephone or fax.

2. **District Support.** When the District requests in writing that they wish the Subcontractor to attend an educational conference, the District shall reimburse the Subcontractor for necessary transportation, meals, lodging, and registration fees for such conference in accordance with existing District policy and regulations.

3. **Indemnification.** Contractor agrees to defend indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages losses and expenses, including but not limited to attorney fees arising out of or resulting from the Contractor performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to defend indemnify and hold harmless the Contractor and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Districts performance of this Agreement, which are not caused by Contractors negligence, willful misconduct or lack of good faith.

4. **Contractor / Sub Contractor Not Employee of District.** It is understood that Contractor is responsible for the actions of its officers, employees, and servants; that District does not assume any liability under law for any act of Contractor, its officers, agent or employees while traveling to or performing the duties set forth in this Agreement. Furthermore, as Sub Contractor is a self employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Sub Contractor.

5. **Payment.** Payment in consideration of this Agreement shall be Fifteen thousand two hundred ninety-nine dollars and eighty-nine cents (\$15,299.89) for each month of service rendered by the Subcontractor. Contractor will bill District at the end of each month for Subcontractor services outlined in Appendix "A". First billing will be in June 2010 (prorated). The District will reimburse Contractor for services provided within thirty days (30) of receipt of a valid invoice.

6. **Status of District and PPL.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is, rather, an agreement by and between the independent contractors, these being District and Contractor.

7. **Limitations of Consultant Powers.** Subcontractor shall perform the services as defined in Appendix "A". To the extent that the law allows, Subcontractor may discharge duties that are consistent with his status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Subcontractor shall coordinate to ensure the orderly and consistent administration of the area of consultation.

8. **Compliance with Laws.** Subcontractor shall comply with all applicable Federal/State/Local laws, administrative regulations, District policies, and executive orders including but not limited to laws prohibiting discrimination based on age, disability, sex, race, creed, national origin and marital status.

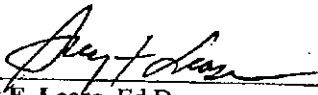
9. **Terms of Agreement.** This Agreement shall remain in full force and effect beginning June 17, 2010 and ending December 31, 2010. This Agreement may be extended or canceled by mutual agreement of all parties hereto.

CONTRACT # SCCD061001

TAX ID # 33-0205012

PROFESSIONAL PERSONNEL LEASING, INCORPORATED.

DATED: June 17, 2010

By: 
Guy F. Lease, Ed.D.
Executive Vice President-Chief Financial Officer
PO Box 17457
South Lake Tahoe, CA 96151
Tel: 530 544-3973
guy.lease@gmail.com

SOLANO COMMUNITY COLLEGE DISTRICT

DATED: _____

By: _____
Jowel Laguerre
Superintendent/President
4000 Suisun Valley Road
Fairfield, CA 94534-3197
Tel: 707-864-7112

APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING, INCORPORATED.
ROY V. STUTZMAN
SUBCONTRACTOR / Principal Consultant

DESCRIPTION OF SERVICES:

Consult and advise the Superintendent/President and District administration in matters pertaining to the financial and administrative services of the District. These matters include, but are not restricted to the following:

1. Advise on the proper fiscal and budgetary management of the District.
2. Advise on the District's academic schedule and strategic plan from a fiscal perspective.
3. Serve as District liaison with District administrative services to advise the Chancellor and District officers on such matters as accounting, payroll, purchasing, human resources, custodial and other such services to be identified by the Chancellor.
4. Share information as needed for utilization by operational committees.
5. Attend Governing Board meetings as a resource person.

The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF AGREEMENT BETWEEN TRR SCHOOL
BUSINESS CONSULTING CONTRACT AND SOLANO
COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into an agreement with Ms. Terri Ryland, CPA, with TRR School Business Consulting, effective June 17, 2010 through December 31, 2010. Ms. Ryland has previously assisted the District with Bond accounting and redevelopment revenue analysis.

Attached is a copy of the agreement. Approval is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

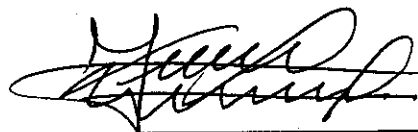
ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

June 18, 2010
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

June 18, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

TRR SCHOOL BUSINESS CONSULTING CONTRACT

This Agreement, once executed and returned, outlines the terms for contracted professional consultant services to be provided by TRR SCHOOL BUSINESS CONSULTING (hereinafter "Consultant") to the Solano Community College District (hereinafter the "District"). More specifically, Consultant agrees to provide the District with professional and technical services as an independent contractor and consultant, and the District agrees to pay fees for time and delivery of those services as outlined herein.

In consideration of the promises of the parties hereto, it is mutually agreed herein that:

1. Consultant agrees to provide services as Interim Director of Fiscal Services for the District. The Interim Director shall have such powers and exercise such duties as prescribed by California law and regulations, and the policies, requirements and directives of the Governing Board. If, upon approval of this Agreement, Ms. Ryland is unable or unwilling to serve, or continue serving, as Interim Director of Fiscal Services, the District may, at its option, consider an alternative consultant provided by Consultant or immediately terminate the Agreement.
2. The District will provide adequate working conditions and clerical assistance and supplies as necessary for the Consultant to execute the performance objectives. The adequacy of such assistance shall be at the sole discretion of the District.
3. The services performed by Consultant under this Agreement shall be performed at the highest professional level of but in any event, in accordance with California laws and regulations, and the policies, requirements and directives of the Board and District.
4. To the extent allowed by law, the District and Consultant, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.
5. The Consultant shall be considered for all purposes a self-employed independent contractor. The Consultant is not an employee of the District regardless of nature and extent of the acts performed by the Consultant; that inasmuch as said Consultant shall not be an employee of the District, the District does not assume liability under law for any act of the Consultant performing or traveling pursuant to this Agreement. Furthermore, as the Consultant is a self-employed independent contractor, the District shall not be responsible for the payment of any health and welfare benefits, unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of the Consultant.
6. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the District and Consultant, but is, rather, an agreement by and between the independent contractors, these being District and Consultant.
7. The Consultant shall perform the services as defined in Appendix "A". To the extent that the law allows, the Consultant may discharge the duties which are consistent with his/her status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and the Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is the District's responsibility to ensure that a true independent contractor relationship is established and maintained.
8. Payment of fees in consideration of this agreement shall be as stipulated in Appendix "B". Consultant will bill at the beginning of each month for the services outlined in Appendix "A". The District will reimburse Consultant for services provided within 30 days of receipt of a valid invoice from Consultant.
9. The District shall reimburse the Consultant for necessary transportation, meals, lodging, and registration fees for any such conferences it recommends consultant to attend. The District shall reimburse Consultant for any business expenses incurred for travel beyond 100 miles of the District.

10. It is understood and expected that Consultant will normally spend three days per week at the District (Tuesday through Thursday), although that may increase or decrease by mutual agreement depending upon the needs of the parties.
11. This Agreement constitutes the entire agreement among the parties relating to this consulting engagement and supersedes all prior agreements or understandings between the District and Consultant.
12. If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding.
13. This Agreement may only be amended or modified by mutual consent of the parties in writing.
14. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with all applicable laws and regulations of the State of California and to the policies of the District. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.
15. Consultant shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.
16. The obligations of Consultant under this Agreement shall not be assigned or subcontracted by Consultant without the express prior written consent of District, which may be refused for any reason. Any assignment or subcontract of rights under this Agreement absent consent of District shall be void.
17. It is acknowledged that through the performance of the duties hereunder, Consultant may have substantial access to information and documents which are not public records and not matters of public or general knowledge, and which are deemed to be confidential and/or non-disclosable by law. Consultant hereby irrevocably stipulates during the term of the consulting arrangement, and at all times after the termination of this consulting arrangement, Consultant shall not, directly or indirectly, disclose to any other person or entity (without prior written approval by District) any confidential or privileged information, unless compelled by subpoena or force of law.
18. Consultant acknowledges that this Agreement has been jointly prepared and negotiated and to the extent that any ambiguity should be found to exist, such ambiguity shall not be resolved or construed against any party.
19. This Agreement may be executed and delivered in counterparts, each of which so executed and delivered shall be an original, but such counterparts together constitute but one and the same instrument and agreement.
20. Each and every provision of this Agreement shall be construed in favor of maintaining an independent contractor relationship. In the event any provision of this Agreement may be found to be ambiguous it shall be construed in such a way as to maintain the independent contractor relationship.

FOR: TRR School Business Consulting

 Teresa R. Ryland
 Owner TRR School Business Consulting

 Date

FOR: Solano Community College District

 Date

 Signature of Jowel C. Laguerre, Ph.D.

Its Superintendent/President
 Solano Community College District
 4000 Suisun Valley Road
 Fairfield, California 94534-3197
 707-864-7000

Appendix "A"
TRR School Business Consulting

Consult and advise the Superintendent/President and District administration in matters pertaining to the financial and administrative services of the District. These matters include, but are not restricted to the following:

1. Advise on the proper fiscal and budgetary management of the District.
2. Serve as District liaison with District administrative services to advise the President and District officers on such matters as accounting, payroll, purchasing, human resources, custodial and other such services to be identified by the President.
3. Share information as needed for utilization by operational committees.
4. Attend Governing Board meetings as a resource person.
5. Make presentations to appropriate committees and SCC councils.
6. Coordinate pertinent financial actions and information with the Counties.
7. Work with auditor to support the timely completion of the annual audit.
8. Perform other duties as agreed upon with the district within the role of the Consultant.
9. Hold meetings with staff to facilitate conversations and solve problems.
10. Provide, upon request, feedback on employees' performance for management's evaluation.
11. Assist with recruitment and selection of permanent employees in business office.

The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section APPENDIX "B"
TRR School Business Consulting

TERMS:

Consultant will bill at the beginning of each month for the services outlined in Appendix "A". The District will reimburse Consultant for services provided by the Consultant within 30 days of receipt of a valid invoice from Consultant.

Payment in consideration of this Agreement shall be \$130 for each hour of service rendered by the contractor and for travel time up to 30 minutes each way, which except as provided for herein includes all fees, allowances, stipends, expenses, and other entitlements. Contractor will bill District at the end of each month for services outlined in Appendix "A"; . The District will reimburse Contractor for services provided within thirty days (30) of receipt of a valid invoice.

Such compensation is subject to change only upon the written concurrence of both parties to this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF SPECIAL TRUSTEE AGREEMENT WITH THOMAS HENRY
REQUESTED ACTION: APPROVAL

SUMMARY:

At a special meeting of the Governing Board held January 7, 2009, the Governing Board passed a Resolution in Support of a Special Trustee, Resolution No. 08/09-19. Dr. Lisa Waits, Interim Superintendent/President, was requested at that time to inquire if Mr. Tom Henry, President and CEO of EdMAC, would be available to serve as a Special Trustee to the Solano Community College District.

Dr. Jowel Laguerre, Superintendent/President, will present for approval to the Governing Board an independent contractor agreement for consulting services between the Solano Community College District and the Education Management and Assistance Corporation (EdMAC), effective July 1, 2010.

Whereas, it is acknowledged that it is in the best interests of the District to ensure that the District continues to move forward in resolving issues that have been identified by both the Accrediting Commission for Community and Junior Colleges (ACCJC) and the California Community Colleges Chancellor's Office, approval is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

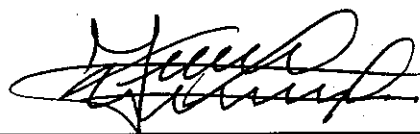
ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

June 18, 2010
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

June 18, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTING SERVICES**

This Agreement is made effective this 1st day of July, 2010, by and between the SOLANO COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "District") and The Education Management and Assistance Corporation (EdMAC) (hereinafter referred to as "Consultant/Special Trustee"). The term Consultant and Special Trustee are used interchangeably throughout this contract. It is understood that certain provisions of this Agreement are intended to benefit the Chancellor's Office for the California Community Colleges (hereinafter referred to as "CCCCO") even though CCCCCO is not a party to and has no obligations under this Agreement.

WHEREAS, it is acknowledged that it is in the best interests of the District to ensure that the District continues to move forward in resolving issues that have been identified by both the Accrediting Commission for Community and Junior Colleges ("ACCJC") and the CCCCCO; and

WHEREAS, the District desires to exercise "best practices" in areas of governance and administration, collegiality and college community relationships, title 5 compliance, education and accreditation standards, finances, accounting and other economic issues, and other related areas; and

WHEREAS, Government Code section 53060 authorizes the District to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services; and

WHEREAS, it is acknowledged that Consultant/Special Trustee possesses special training and experience and can monitor the District, provide a significant level of advice and guidance, and make recommendations to the District in financial, economic, accounting, and administrative matters, and that engaging the services of Consultant will assist the District in making significant progress in these and other important areas relating to the operation of the District; and

WHEREAS, it is expected that, at the request of the District, the CCCCCO has designated a Special Trustee who will be assigned duties specified in subdivision (d) of section 58312 of title 5 of the California Code of Regulations, except that the Special Trustee will not be empowered to approve or disapprove actions of the board of Trustees of the College pursuant to paragraph (4) of section 58312(d), so long as the College complies with the terms of this Agreement and the Special Trustee does not recommend a greater level of state intervention;

THEREFORE, In consideration of the promises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and the sufficiency of which hereby are acknowledged, the parties hereto agree that the District shall retain the services of Consultant under the terms and conditions set forth below:

1. **Term.** The term of this Agreement shall commence on July 1, 2010 and shall continue in effect until June 30, 2011, at which time the District and Consultant will consider an extension of the term and the addition of services that may be required.

a. Notwithstanding the above, either Consultant or District may terminate this Agreement at any time with or without cause upon giving thirty (30) days' written notice to the other party.

b. If this Agreement is terminated pursuant to subsection (a) prior to the end of the initial term, the District and Consultant/Special Trustee each agree that the following shall occur within thirty (30) days of the receipt of written notice from the other party:

- i. The District and Consultant shall notify the CCCCCO of the effective date of termination and provide a brief explanation of the reason therefore; and
- ii. The District shall pay Consultant in full for all fees and costs accrued up to the time of termination.

Upon receipt of notice from the other party, both the District and Consultant agree to execute any documents necessary to complete Consultant's discharge or withdrawal.

2. **Compensation.** Consultant/Special Trustee shall be compensated as follows:

a. The District shall pay Consultant/Special Trustee a fee for consulting services rendered to the District at the rate of \$200.00 per hour for actual services performed during the initial term of this Agreement. Consultant shall charge for all time expended by its agents and representatives in connection with District's needs including, but not limited to, research, interviews, preparation for and/or attendance at meetings, travel time (billed at half the hourly rate), and communication with administration and board, including telephone/e-mail communication, and any expenses incurred necessary to comply with any provisions of this agreement or any of the exhibits there too.

b. In addition, the District shall reimburse Consultant/Special Trustee for actual and reasonable expenses necessary for the agents and representatives of Consultant to perform the services required by this Agreement, including reasonable travel expenses (air or ground), lodging, meals, long distance telephone calls, postage, parking, and photocopying or other reproduction costs. Other reasonable expenses not identified in this subsection shall be subject to approval by the District, which shall if possible be obtained in advance.

c. Consultant shall provide District with detailed billing statements for costs, charges and services performed. The statements shall indicate the services rendered, the amount of time expended, the rate and basis for calculation of fees, the dates of services, and an itemization of any costs incurred. Billing statements shall be provided on a monthly basis. The District shall pay all fees and costs within 30 days of receipt of a billing statement.

3. **Scope of Services.**

a. Consultant hereby designates THOMAS E. HENRY as its agent and representative to perform all services and obligations required to be performed by Consultant/Special Trustee under the terms of this Agreement. Consultant shall not change of its designated agent/representative without the express prior written consent of the District and the CCCCCO, which may be refused for any reason.

b. Consultant/Special Trustee shall, at times and locations determined by the Consultant/Special Trustee, review and monitor the operation of District, provide advice and counsel, and make recommendations on all matters relating to the operation of the District,

including, but not limited to: Governance and administration; finances, accounting and other economic issues; collegiality and college community relationships; title 5 compliance; education and accreditation standards; and any other matters that may arise regarding the operation of the District. These duties shall specifically include, but are not limited to, the following:

- i. Review, provide advice and make recommendations regarding recent ACCJC reports, appropriate audit reports, reports submitted by the CCCCCO, State title 5 Compliance and Federal Compliance Reports), and prior year's Board Minutes and Agendas;
- ii. Schedule meetings with individual members of the Board of Trustees, members of the administration, faculty and classified staff, representatives of the student government, community Leaders and other local elected officials, and appropriate members of the Chancellor's Office Staff;
- iii. Provide advice and make recommendations regarding Board agenda items where appropriate and attend Board meetings as determined necessary; and
- iv. Providing advice and recommendations regarding title 5 compliance, minimum conditions issues, and assisting with the development of a fiscal and educational recovery plan.

c. The Governing Board agrees that the District will rely primarily upon the advice and judgment of the Consultant/Special Trustee. This means that the recommendations of the Consultant will normally be accepted by the District and approved by the Governing Board, and only in exceptional circumstances and for compelling reasons will the recommendations of the Consultant not be accepted or approved.

d. The District understands that Consultant may concurrently be designated by the CCCCCO to serve as the Special Trustee and, notwithstanding any provision of this Agreement to the contrary, shall make reports to the CCCCCO as deemed necessary and be responsive to suggestions by CCCCCO pursuant to title 5, section 58312(d) of the California Code of Regulations. The District shall be provided with a copy of any written report and the Board President shall be given the opportunity to sign the report prior to it being sent to the CCCCCO.

e. The District further understands that should it unreasonably or repeatedly refuse to follow the recommendations of the Consultant/Special Trustee, or refuse to follow the recommendations of the Consultant/Special Trustee regarding any matter of substantial importance (as determined by the Consultant/Special Trustee), the Consultant/Special Trustee may at its option, do any or all of the following: Notify the CCCCCO of such refusal by the District; make any recommendations to the CCCCCO it deems necessary and prudent; or terminate this Agreement with 10 days notice, notwithstanding the provisions of Paragraph 1 above (with full payment for all work performed).

f. It is understood and expected that Consultant/Special Trustee will spend approximately two days per week at the District, although that may increase or decrease depending upon the mutually agreed need of the District.

4. **Access to Information.** To the extent permitted by law, Consultant/Special Trustee shall have full access to all minutes, agendas, complaints, records and reports in the District's possession. District staff will further be expected to cooperate fully with Consultant/Special Trustee. Except as provided herein, Consultant/Special Trustee shall provide all other equipment, materials and supplies necessary for the performance of the Agreement.

5. **Independent Contractor Relationship.** The parties acknowledge and agree that the relationship between Consultant/Special Trustee and the District is that of independent contractors and neither party is the agent, representative, employee, partner or joint venturer of the other for any purpose not specified in this Agreement. In no event shall this Agreement be construed as establishing the relationship of employee, partnership, joint venture, or association between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

During the term of this consulting relationship, Consultant shall be provided with an annual Form 1099 reflecting the compensation paid to it for any such services as are rendered hereunder. Consultant acknowledges that it shall be solely responsible for any federal, state and local taxes, including but not limited to any self-employment taxes, owed based upon its receipt of such compensation. Consultant further agrees to be responsible for and to pay all wages, benefits, workers' compensation premiums and/or all payroll taxes that are paid to or are required on behalf of any employees it may utilize in performing its duties under this Agreement. Consultant shall secure workers' compensation insurance coverage for all persons employed by it to perform the services under this Agreement, and, upon request, shall furnish the District with a certificate attesting to such workers' compensation insurance coverage. It is further understood that the District is under no obligation to withhold federal, state or local tax deductions from payments made to Consultant or from compensation that may be paid by Consultant to Consultant's employees.

Neither Consultant nor its agents or representatives shall, at any time, or in any way, be entitled to sick leave, overtime pay, vacations, retirement, or other fringe benefits from the District. Consultant's agents or representatives shall not be included in the classified or faculty service of the District, have any property rights to any position, or have any other rights an employee of the District may otherwise have in the event of termination of this Agreement. Consultant shall not supervise or direct the work of any District employee nor shall the District supervise or direct the work or the manner of the work of the Consultant or its agents or representatives.

Consultant and the District agree to refrain from representing themselves as having any relationship other than that of independent contractors with the other.

The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination. The parties stipulate that Consultant is not being retained to perform academic work for the District, and will not be performing any duties under this Agreement that requires qualification as an academic administrator or any service as an academic employee of a community college. It is specifically not the intent or expectation of the parties that either Consultant or its agents or representatives will perform "creditable service" under this Agreement for purposes of STRS, as defined in Education Code section 22119.5.

6. **Licenses and Permits.** Consultant shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

7. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

8. **Disclaimer of Guarantee.** District acknowledges that Consultant has made no promises or guarantees to District about the outcome or result of Consultant's advice or recommendations to the District, and nothing in this Agreement shall be construed as such a promise or guarantee.

9. **Non-Assignment.** The obligations of Consultant under this Agreement shall not be assigned or subcontracted by Consultant without the express prior written consent of District and the CCCCO, which may be refused for any reason. Any assignment or subcontract of rights under this Agreement absent consent of District and the CCCCO shall be void.

10. **Severability.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

11. **Governing Law.** This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the California Community College Chancellor's Office, and to the rules and regulations of the District. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

12. **Non-Discrimination.** Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. **Indemnification.** District shall reimburse the Independent Contractor for all reasonable fees and costs with respect to any and all claims or actions initiated by third parties and arising in any way from any activity within the scope of work under this Agreement. Furthermore, if a judgment is awarded against the Consultant, or a claim or action is settled, District shall indemnify the Consultant for any damages or losses incurred by any third parties, other than damages or losses resulting solely from an intentionally wrongful, malicious or corrupt acts or omissions of the Consultant.

14. **Confidentiality of Information.** Consultant acknowledges that through the performance of its consulting duties hereunder, it may have substantial access to information and documents which are not public records and not matters of public or general knowledge, and which are deemed to be confidential and/or non-disclosable by law. Consultant hereby irrevocably stipulates during the term of the consulting arrangement, and at all times after the termination of this consulting arrangement, Consultant shall not, directly or indirectly, disclose to any other person or entity (without prior written approval by District) any confidential or privileged information, unless compelled by subpoena or force of law.

15. **Binding Agreement.** Each of the parties acknowledges and agrees that this Agreement shall be binding upon their respective heirs, representatives, successors-in-interest and assigns.

16. **Attorney's Fees.** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. **Confidentiality of Data and Reports.**

- a. To the extent permissible by law, Consultant will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the District or CCCCCO.
- b. Permission to disclose information on one occasion or at public hearings held by the District or CCCCCO relating to the same shall not authorize Consultant to further disclose such information or disseminate the same on any other occasion.
- c. Consultant will not comment publicly to the press or any other media regarding his/her report, or the actions of the CCCCCO on the same, except to CCCCCO staff, appropriate District staff and agents, Consultant's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

18. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:

Denis Honeychurch, Board President
Solano Community College District
4000 Suisun Valley Road
Fairfield, California 94534

Consultant:

Thomas E. Henry
President/CEO EdMAC
210 Chapman Lane
Petaluma, California 94952

CCCCCO:

Jack Scott, Chancellor
California Community Colleges
1102 Q Street
Sacramento, California 95811-6549

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address. The District shall notify Consultant if there is a change in the officers of the Governing Board, and thereafter notices shall be sent to the subsequent or acting Board President at the above address. If there is a change in the Chancellor's Office, notices to CCCCCO shall thereafter be sent to the interim or acting Chancellor until such time as a new Chancellor is named, or to any individual as designated in writing by the CCCCCO, as appropriate.

19. **Joint Agreement.** Consultant acknowledges that this Agreement has been jointly prepared and negotiated and to the extent that any ambiguity should be found to exist, such ambiguity shall not be resolved or construed against any party.

20. **Entire Agreement.** This Agreement contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties. This Agreement is the full and complete agreement between the parties and can only be changed or modified in writing.

21. **Errors.** Typographical and clerical errors are subject to correction.

22. **No Third Party Beneficiary.** Nothing contained in this Agreement is intended nor shall it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.

23. **Headings.** The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision hereof.

24. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which so executed and delivered shall be an original, but such counterparts together constitute but one and the same instrument and agreement.

25. **Limitation of Obligations.** Provisions of this Agreement that specifically refer to Consultant and the District are intended to apply only to Consultant and the District only and, unless specifically stated otherwise, are not intended to apply to CCCCCO. Furthermore, CCCCCO shall have no obligations under this Agreement.

26. **Interpretation.** Each and every provision of this Agreement shall be construed in favor of maintaining an independent contractor relationship. In the event any provision of this Agreement may be found to be ambiguous it shall be construed in such a way as to maintain the independent contractor relationship.

IN WITNESS WHEREIN we affix our signatures to this Agreement as full and complete understanding of the relationship between the parties.

Date: _____

Date: _____

THOMAS E. HENRY
President/CEO Education Management
and Assistance Corporation

DENIS HONEYCHURCH, President
Board of Trustees
Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS,
RESOLUTION NO. 09/10-29

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 09/10-29, Resolution to Authorize Signatures on Official Financial Documents. Education Code Sections 85232 and 85233 require that orders drawn on the funds of a community college district be signed by a majority of the members of the Board or by a person or persons authorized by the Governing Board to sign orders in its name. The Governing Board shall then cause to be filed with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders in its name. In addition, District Board Policy 3090 states that a formal resolution will be approved when the designated responsible person(s) change.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 18, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

June 18, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 09/10-29

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District include: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SUPERINTENDENT/PRESIDENT

J. ARTURO REYES
EXECUTIVE VICE PRESIDENT, ACADEMIC AND STUDENT AFFAIRS

KAREN H. ULRICH, Ed.D.
DIRECTOR, HUMAN RESOURCES

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 09/10-29

(Continuing – Page 2)

PASSED AND ADOPTED This 22nd day of June 2010, by the Governing Board of
the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AUTHORIZATION AND SIGNATURES FOR
DISTRICT BANK ACCOUNTS,
RESOLUTION NO. 09/10-30

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 09/10-30, Contract Authorization and Signatures for District Bank Accounts. Due to changes in District administrative staff, it is necessary at this time to recommend that the Board approve the attached resolution authorizing designated staff to sign District bank agreements and accounts.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 18, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

June 18, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS**

RESOLUTION NO. 09/10-30

I, Denis Honeychurch, J.D., President of the Governing Board of the Solano Community College District, do hereby certify that at a duly called meeting of the District Governing Board held on June 22, 2010, at which a quorum was present and acting throughout, the following resolution was adopted, and is now in full force and effect;

WHEREAS, District Board Policy 3080 authorizes the Governing Board to establish and maintain by resolution District bank accounts which are deemed necessary to conduct District business;

WHEREAS, A change in administrative personnel necessitates the revision of authorized signatures on all of the District's bank accounts, effective June 22, 2010; and

WHEREAS, The District maintains the following bank accounts:

Account	Account No.
U.S. BANK ACCOUNTS:	
Solano Community College Bookstore Funds	1-534-0123-3165
Solano Community College County Treasurer's Clearing Account	1-534-0123-3132
Solano Community College Financial Aid Federal Clearing Account	1-534-0123-3173
Solano Community College Federal Financial Aid Funds	1-534-5474-6386
Solano Community College CAL Grant Funds	1-534-9530-4765
Solano Community College Revolving Fund	1-534-9042-7538
Solano Community College Student Body Funds	1-534-5474-8010

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 09/10-30
(Continuing – Page 2)

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Solano Community College ASSC Government Money Market Account 1-534-0124-7330

Solano Community College Black History Money Market Account 1-534-0124-7256

STATE OF CALIFORNIA OFFICE OF THE TREASURER:

Solano Community College District Bookstore Local Agency Investment Fund (LAIF) Account 75-48-001

RESOLVED, That the following officers or agents, individually, are hereby authorized and empowered, in the name of and on behalf of the Solano Community College District, to agree to and sign proposed banking service agreements and amendments thereto from time to time, and to enter into all transactions contemplated in said agreement(s);

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

J. Arturo Reyes, Executive Vice President
Academic and Student Affairs _____

Karen H. Ulrich, Ed.D.
Director, Human Resources _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 09/10-30
(Continuing - Page 3)

RESOLVED, That the authorized signatures for disbursements on all District bank accounts, with the exception of the Solano Community College Black History Money Market Account, No. 1-534-0124-7256, shall be any two of the following:

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

J. Arturo Reyes, Executive Vice President
Academic and Student Affairs

Karen H. Ulrich, Ed.D.
Director, Human Resources

BE IT FURTHER RESOLVED, That the authorized signatures for disbursements on the Solano Community College Black History Money Market Account, No. 1-534-0124-7256, shall be the following:

Carolyn Moore
President, African-American Staff Association

Cheryl Williams
Treasurer, African-American Staff Association

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES
FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 09/10-30
(Continuing – Page 4)

PASSED AND ADOPTED This 22nd day of June 2010, by the Governing Board of Solano
Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: LETTER OF ENGAGEMENT WITH PERRY SMITH LLP
TO CONDUCT MEASURE G BOND FINANCIAL
RECONCILIATION

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to engage the services of Perry Smith LLP to conduct a Measure G Bond financial reconciliation.

The District's 2008-09 financial audit report was finalized and accepted by the Board at its January 20, 2010, regular meeting. The 2008-09 report contains the Bond funds and no findings or recommendations were noted. The purpose of the reconcile is the District's and Perry Smith's accounting for the 2009-10 fiscal year.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 18, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

June 18, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

May 24, 2010

Mr. Carey C. Roth
Vice President – Finance & Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, California 94534

Dear Mr. Roth:

The purpose of this letter is to summarize our understanding of the assistance that Perry-Smith LLP will provide to Solano Community College District (the "District") related to the Measure G General Obligations Bond Funds reconciliation.

You have requested that we assist you with analysis and consultation with regard to this matter as you may direct.

As consultants, we will communicate directly to you regarding the matters you ask us to investigate. All oral and written communications between you and your client and our firm, and all other information obtained as a result of this engagement, will be strictly confidential and privileged, and will not be disclosed to anyone without your prior written permission. Any reports, data, work-sheets, or other documents we prepare are specifically for the use of the District.

The American Institute of Certified Public Accountants has determined that the above described services are subject to its Statements on Standards for Consulting Services No. 1 (SSCS No. 1). This statement requires that we inform the client of significant reservations concerning the scope or benefits of the engagement, as well as significant engagement findings or events. By signing this letter, you agree that our communications to you will discharge our client communication responsibilities as described in SSCS No. 1.

Please note that it is not our practice to retain or suspend work papers or data files that have been updated. If you wish us to maintain either of these types of superseded data, please indicate your specific request(s) in writing when returning a copy of this engagement letter. At the close of this engagement, we will require your instruction for the disposition of documents that we have accumulated.

Fees for our services are based upon the actual time expended on the engagement at the standard hourly rates in effect at the time the services are performed. These hourly rates currently range from \$150 to \$350, depending on the experience and position of the individual performing the services. Our standard hourly rates are subject to change in the future, including but not limited to our annual review of rates. In the event that we are called upon to provide testimony at deposition or trial, we anticipate that this testimony will be provided at the standard hourly rate. In addition to our professional fees, we are reimbursed at cost for any travel and out-of-pocket expenses. Our fees are not contingent upon the outcome of this case. Bills are rendered and are payable monthly as work progresses.

We are certain that you recognize that it is difficult to estimate the amount of time that this engagement may require. The time involved depends upon the extent and nature of available information, as well as developments that may occur as work progresses. It is our intention to work closely with you to structure our work so that the appropriate personnel from our staff are assigned to the various tasks in order to keep fees at a minimum.

Solano Community College District agrees to accept full responsibility for the professional fees of Perry-Smith LLP. Should your account be delinquent for more than 15 days, we will stop work until your account balance is brought current or we will withdraw from the engagement. Solano Community College District acknowledges and agrees that we are not required to continue work in the event of Solano Community College District's failure to pay on a timely basis for services rendered as required by this engagement letter. Solano Community College District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Solano Community College District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to Solano Community College District for any damages that occur as a result of our ceasing to render services.

It is understood between the parties to this engagement that we may terminate this engagement upon the substitution of attorneys for any reason or for good cause.

If any dispute arises among the parties hereto, Solano Community College District and Perry-Smith LLP agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Solano Community College District and Perry-Smith LLP both agree that any dispute over fees charged for professional services provided will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

This letter shall serve as District's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between Perry-Smith LLP and the District and between Perry-Smith LLP and outside specialists or other entities engaged by either Perry-Smith LLP or the District. The District acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of Perry-Smith LLP. Perry-Smith LLP will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.



If the arrangements described in this letter are acceptable to you and the services outlined are in accordance with your requirements, please sign and return a copy of this letter. We look forward to working with you in this matter.

Very truly yours,

Perry-Smith LLP

RESPONSE:

The terms of this letter correctly set forth our understanding of the professional services to be provided by Perry-Smith LLP to Solano Community College District.

By: *C. C. Roth*

Title: VICE PRESIDENT - FINANCE & ADMIN

Date: MAY 25, 2010



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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE 2010-11 BUDGETS AND PROPOSED DATE
AND LOCATION FOR THE PUBLIC HEARING AND
ADOPTION OF THE OFFICIAL BUDGETS FOR 2010-11**

REQUESTED ACTION: ADOPTION

SUMMARY:

This item was presented to the Board for information at its June 2, 2010, Board Study Session and Board adoption is recommended at this time for the District's Tentative 2010-11 General Fund Unrestricted and Restricted Budgets and the date to establish the public hearing and formal adoption of the 2010-11 budgets, in accordance with California Code of Regulations (CCR), Title 5, Section 58305.

The public hearing on the official 2010-11 budgets is tentatively scheduled for the Board meeting of September 15, 2010, in the Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, California. The Board adoption date is also tentatively scheduled for the Board meeting of September 15, 2010, in accordance with CCR, Title 5, Section 58301. The date is subject to change contingent on the final passage of the state budget. Upon the state's budget adoption, the District has 60 days to adopt its 2010-11 budgets.

The budgets will be made available in the Office of the Superintendent/President and Office of the Vice President of Finance & Administration. The document will be posted on the College Web site under Governing Board.

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

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

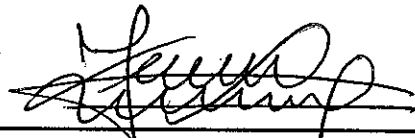
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 18, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

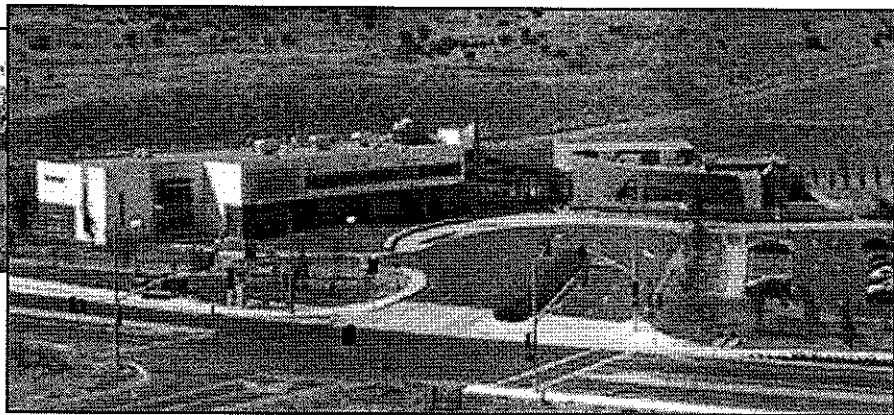
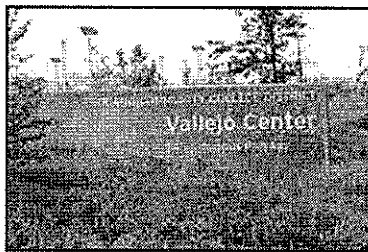
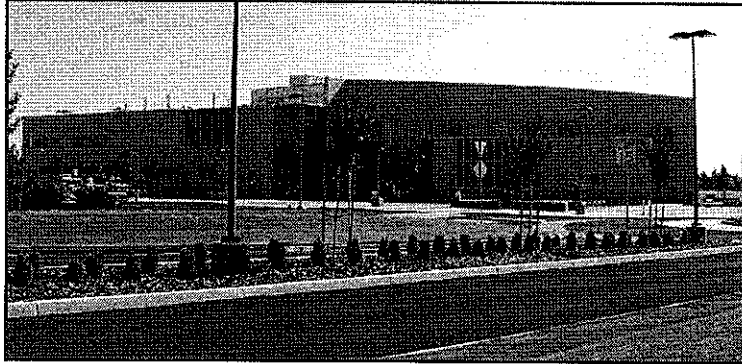
June 18, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



Solano Community College District
Tentative 2010-11 District Budgets

Governing Board Meeting
June 22, 2010



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

Serving Solano and Yolo Counties, California
Solano Community College ~ Transforming Students' Lives
4000 Suisun Valley Road, Fairfield, California 94534
www.solano.edu

Governing Board

Denis Honeychurch, J.D., President
A. Marie Young, Vice President
Sarah E. Chapman
James M. Claffey
Pam Keith
Phil McCaffrey
Rosemary Thurston
John Glidden, Student Trustee
Tom Henry, Special Trustee
Jowel C. Laguerre, Ph.D., Secretary

Superintendent/President's Cabinet

Jowel C. Laguerre, Ph.D., Superintendent/President
James Ennis, Interim Chief Information Systems Officer
Thomas "Jerry" Kea, Ph.D., Dean, Vallejo Center
Trudy Largent, J.D., Interim Director of Human Resources
Robin Steinback, Ph.D., Vice President of Academic Affairs
Roy V. Stutzman, Consultant, Finance & Administration
Lisa Waits, Ed.D., Vice President of Student Services
Judy Spencer, Executive Coordinator to Superintendent/President

MISSION

Solano Community College prepares a diverse student population to participate successfully in today's local and global communities.

VISION

Solano Community College will be a recognized leader in educational excellence—*transforming students' lives.*

STRATEGIC GOALS

- Goal 1: ***Foster Excellence in Learning***
- Goal 2: ***Maximize Student Access and Success***
- Goal 3: ***Strengthen Community Connections***
- Goal 4: ***Optimize Resources***

Report prepared by Roy Stutzman, Consultant, Finance & Administration
Terri Ryland, CPA, Consultant, Finance & Administration
Judy Anderson, Executive Assistant, Finance & Administration

Executive Summary

The state of California is projecting a \$19.1 billion budget shortfall over the next 18 months with a budget plan for 2010-11 premised on making expenditure reductions, anticipated receipt of federal funds, and alternative borrowing/funding shifts. The May Revise on May 14 saw Governor Schwarzenegger's continued affirmation to invest in higher education by leaving the UC, CSU, and CCC proposals largely unchanged from January's budget proposal. The Governor has taken significant steps to protect college access at a very difficult fiscal time for California.

The reduction in workload measures implemented in the 2009-10 budget year and subsequent loss of FTES Apportionment revenue of 3.39% continues into the 2010-11 budget year. This loss has not been restored.

Clearly, available funding is insufficient for community colleges. With unprecedented enrollment demand due to the peak of high school graduations and unemployment, colleges across the state report continued increased enrollment even while course sections are reduced. Given the compelling educational and economic needs of Californians, colleges, Solano included, have utilized reserves, set priorities and stretched available funds to maximize student access and success.

The budget debate will accelerate as anticipated prolonged deliberations take place this summer moving towards a final 2010-11 state budget.

2010-11 Major Revenue Assumptions

- State General Apportionment revenues are based upon the 2009-10 First Principal Apportionment (P-1), adjusted by the negative .38% COLA and the addition of \$1,107,182 Base Funding for the recently approved Vallejo Center.
- The budget is based upon a funded FTES base of 8,965.
- Due to the uncertainty of enrollment growth funding in the budget year, no growth funding is being proposed at this time, although enrollment demand remains high.
- For purposes of the Tentative Budget State Categorical program funding is budgeted at the 2009-10 levels.

Apportionment revenue is based on the 2009-10 First Principal Apportionment (P-1), the 2009-10 AB X4 1 workload adjustments, and an estimated -0.38% COLA:

General Apportionment Revenue for 2010-11

➤ Base Apportionment	\$46,353,894
Total	<u>\$46,353,894</u>

The Sources:

➤ Property Taxes	\$ 9,752,393
➤ 98% of Enrollment Fees	\$ 3,559,577
➤ State Apportionment	<u>\$33,041,924</u>
Total:	<u>\$46,353,894</u>

Full-Time Equivalent Students (FTES):

Growth is budgeted at 0%.

• 2009-10	Base FTES	8,965
• 2009-10	0% Funded Growth	-0-
• 2010-11	Base FTES	8,965
• 2010-11	0% Funded Growth	-0-

Budget assumes no paid growth in 2010-11

Cost of Living Adjustment (COLA):

COLA for 2010-11 is projected to be a negative -.038%. per the Governor's May revise budget proposal.

2010-11 Major Expenditure Assumptions

- Step and column adjustments are included in the compensation expenditures.
- Step and column increases of \$351,932 for all qualifying employees
- Increase of \$850,000 for health and welfare benefits
- Total Projected Increase for Step & Column and Health Benefits = \$1,201,932

Statutory benefits are budgeted as follows:

	<u>Percentage</u>
STRS	8.25%
PERS	10.707%
FICA	6.2%
EPMC PERS	7.49%
Medicare	1.45%
SUI	0.72%
Workers' Compensation	1.48%

Utility expenses have been increased by 3% over the 2009-10 budget, due to both PG&E rate increases and higher usage due to completed construction of new facilities.

Future retiree benefits are budgeted at \$225,000. The District is a member of the Community College League's Retiree Health Benefits JPA – a statewide organization of pooled monies in an irrevocable trust.

A summary of expenditure changes from 2009-10 to 2010-11 is reflected in Exhibit 1

Reductions in certain areas regarded as encroachment into the Unrestricted General Fund are being implemented.

The District has aggressively pursued several expense reduction measures over the past year. The College projects a total of approximately \$1 million savings for 2010-11. In excess of 123 course sections were eliminated in spring 2010, realizing savings from adjunct faculty salaries. More savings came from several faculty and classified staff positions remaining vacant, reducing consultant and legal services, offering an early retirement incentive and other actions that in aggregate comprise the \$1 million cost reductions.

Exhibit 1
Major Assumptions – Changes Between Two Budget Fiscal Years

	Revenue	Expenditures
Adjustments to Budgets:		
2009-10 Working Budget		
Added Vallejo Center status	\$1,107,082	
2010-11 Tentative Budget		
Revenues		
Negative COLA	(\$176,817)	
Expenditures		
Health & Welfare Cost Increase		801,932
New Staffing Costs for Vallejo, Vacaville		700,000
Estimated Step and Column Movement		400,000
Add in Election Costs		250,000
eCollege		20,000
		2,171,932
Early Retirement Net Savings		(329,000)
Reduce Contribution to College Theater		(220,000)
Reduce Legal Fees		(200,000)
Library Staff Retirement		(67,000)
Contract Consultant		(65,000)
Reduce Parking Contribution		(65,000)
CMF Clean-up		(50,000)
Special Trustee Contract		(48,000)
Community Service Staff		(28,125)
Night Crew (Custodians) Shift Change		(15,000)
		(\$1,087,125)
Net Change in Surplus/(Deficit) Between 2009-10 and 2010-11		(\$1,261,624)

Tentative 2010-11 General Fund Budgets – Unrestricted and Restricted

	Current Year Budget ⁸			Tentative Budget		
	2009-10			2010-11		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Revenues						
Federal Revenue	0	1,752,671	1,752,671	0	1,752,671	1,752,671
State Revenue	34,626,174	4,250,172	38,876,346	34,449,357	4,250,172	38,699,529
Local Revenue	15,731,684	558,895	16,290,579	15,731,684	558,895	16,290,579
Other Revenue	55,000	0	55,000	55,000	0	55,000
Total Revenue	50,412,858	6,561,738	56,974,596	50,236,041	6,561,738	56,797,779
Expenditures						
Academic Salaries	20,599,431	956,600	21,556,031	21,303,431	979,455	22,282,886
Classified Salaries	9,346,655	1,612,697	10,959,352	9,303,530	1,651,227	10,954,757
Employee Benefits	11,057,583	691,223	11,748,806	11,859,515	707,737	12,567,252
Supplies and Materials	1,354,411	621,303	1,975,714	1,354,411	636,147	1,990,558
Other Operating Exp and Service	7,487,747	1,480,728	8,968,475	7,329,747	1,516,105	8,845,852
Capital Outlay	520,246	727,905	1,248,151	300,246	745,296	1,045,542
Other Outgo 7xxx	25,000	520,749	545,749	25,000	533,191	558,191
Total Expenditures	50,391,073	6,611,205	57,002,278	51,475,880	6,769,157	58,245,037
Deficit/Surplus	21,785	(49,467)	(27,682)	(1,239,839)	(207,419)	(1,447,258)
Transfers In	0	0	0	0	0	0
Transfers out	0	0	0	0	0	0
Net increase (decrease) in Fund Balance	21,785	(49,467)	(27,682)	(1,239,839)	(207,419)	(1,447,258)
Beginning Balance	3,162,710	256,886	3,419,596	3,184,495	207,419	3,391,914
Ending Balance	3,184,495	207,419	3,391,914	1,944,656	0	1,944,656
	5.6%			3.3%		
5% Reserve Balance	2,850,114		2,850,114	2,912,252		2,912,252
Restricted Designations		207,419	207,419		0	0
Unappropriated Fund Balance	334,381	0	334,381	(967,596)	0	(967,596)

Notes:

¹ Reduced salaries for early retirement incentive net savings, library staff retirement. Increased salaries for new staffing at Vacaville and Vallejo Centers, and step/column movement.

² Reduced salaries for community service staff reduction and night crew (custodians) shift change.

³ Increase to health and welfare benefits.

⁴ Adjusted for various changes including legal fees, contract changes, and parking contribution.

⁵ Increased categorical costs ratably to spend down accumulated carryover from prior year, balancing categorical programs.

⁶ Reduced contribution to the College Theater.

⁷ Increased 2009-10 State Revenue budget by \$1,107,182 due to Vallejo Center status funding; decreased 2010-11 apportionment by 0.38%.

⁸ Per Statement of Revenue, Expenditures, Other from Banner, June 18, 2010.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION: APPROVAL

SUMMARY:

During the month of May 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

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

707-864-7000, ext. 4350

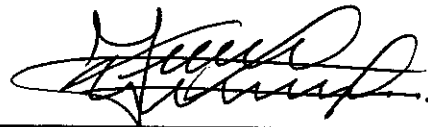
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 18, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

June 18, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the month of May 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

CONSENT

MUSC 051 – Jazz and Popular Solo Voice – Unit error/Typographical error. Section K, General Course Information, no. 3, units, should be 1.5.

ASSESSMENT TEST

Dean Philip Andreini, Humanities Division and Dean Joseph Conrad, Math & Science Division confirmed the acceptance of the following:

- 1) Use the California Early Assessment Program Supplemental English and Math test score for Math 002, 004, 011, 012, 030, 051, ENGL 001 and ENGL 062.
- 2) Allowing students to use Math assessment result for Math 320, 330, 330A, 330B, and 104, when the student's transcripts indicate a higher level course.

NEW COURSE PROPOSALS

(CP-10-161) AERO 060 – Basic Aeronautical Science

(CP-10-162) AERO 062 – Aircraft Production Processes

(CP-10-163) AERO 064 – Basic Aircraft Hydraulic & Pneumatic Systems

(CP-10-164) AERO 066 – Basic Aircraft Electrical Systems

(CP-10-165) COSM 103B – Cosmetology V

COURSE MODIFICATIONS

(CP-10-139) COSM 175 – Cosmetology Education Practicum – Change in other catalog information and reading assignments.

(CP-10-166) COSM 103 – Cosmetology IV – Change in course number, units, course length, total weekly hours, prerequisites, course advisory, repeatability, catalog description, other catalog information, student performance objectives, reading assignments, other assignments, content outline, and textbooks.

(CP-10-167) FIRE 140 – Fire Tech Academy – Change in course number, course length, total weekly hours, method of instruction, prerequisites, catalog description, student performance objectives, methods of evaluating student achievement, content outline, and textbooks.

(CP-10-168) PE 005E – Cardio Conditioning – Change in units and total weekly hours.

(CP-10-169) SOC 002 – Social Issues and Problems – Change in method of instruction. Add online form.

PROGRAM MAJOR MODIFICATIONS

(CP-10-170) Aeronautics: Airframe Maintenance Technician – Change in required courses in major.

(CP-10-171) Aeronautics: Powerplant Maintenance Technician – Change in required courses in major.

(CP-10-172) Cosmetology – Change in required courses in major and major total units.

MATH AND SCIENCE CURRICULUM REVIEW

Course Modifications Horticulture

(CP-10-173) HORT 030 – Landscape Design I – Change in prerequisites, other required assignments, and textbooks.

Course Modifications Water/Wastewater

(CP-10-174) WATR 102 – Sanitary Chemistry – Change in method of instruction and textbook.
1) Action on revalidation; prerequisite = CHEM 160.

(CP-10-175) WATR 108 – Water Treatment II – Change in catalog description and textbook.

(CP-10-176) WATR 120 – Distribution Systems Maintenance – Change in method of instruction and textbook.

(CP-10-177) WATR 121 – Collection Systems Maintenance – Change in method of instruction and textbooks.

Curriculum Review Verification Forms

(CP-10-178) Horticulture Curriculum Review Verification Form

(CP-10-179) Water and Wastewater Curriculum Review Verification Form

Revalidation of Prerequisites and/or Corequisites Only

(CP-10-180) WATR 105 – Wastewater Treatment II – Revalidate prerequisite of: WATR 100.

(CP-10-181) WATR 112 – Wastewater Treatment III – Revalidate prerequisite of: WATR 105.