

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2023-2024

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Cody Vig	Principal Research & Data Analyst	12/07/2023

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Elham Chishty	Adjunct Instructor – Psychology (Not to Exceed 67%)	01/11/24-05/23/24
Felicia Perez	Adjunct Instructor – Psychology (Not to Exceed 67%)	01/11/24-05/23/24
Daniel Seth	Adjunct Instructor – Biology (Not to Exceed 67%)	01/11/24-05/23/24
Sierra Shackelford	Adjunct Instructor – Athletics (Not to Exceed 67%)	12/07/23-05/23/24
Shannon Vallone	Adjunct Instructor – Anthropology (Not to Exceed 67%)	08/08/24-12/13/24

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jesus Briseno	Outreach Specialist 1 year and 10 months service at SCC	12/01/2023

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ryan Dechant	Welding Lab Technician Applied Technology & Business Education	11/02/23-05/25/23

Salvatore Abbate
Human Resources

November 22, 2023

Date Submitted

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

December 06, 2023

Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Jared Awender	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Jacob Barker	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Jason Barker	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$88.46/\$75.75/hr.
Rob Bartoli	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$103.49/\$86.42/hr.
Cheyne Baumgart	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Steven Bristow	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$92.01/\$78.46/hr.
Brian Buathier	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Ashley Burress	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Jesse Campbell	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Kyle Dobler	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Chase Dombrowski	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Erin Duane	Peer Online Course	SEA	08/14/23-12/05/23	\$900.00
	Reviewer			(Lump Sum)
Andrew Fink	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Christopher Fleshman	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Jessica Fleshman	EMT Prog Administration	General	01/03/23-06/30/24	\$62.38/hr.
Jessica Fleshman	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$81.79/\$70.54/hr.
Zachary Glanker	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Brian Green	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$70.01/\$60.08/hr.
Jarrold Infante	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Ricardo Irizarry	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Ricardo Irizarry	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Adam Iqueda	EMT Prog Administration	General	01/03/23-06/30/24	\$76.18/hr.
John Jansen	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$111.93/\$93.28/hr.
Drew Kostal	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$84.06/\$75.74/hr.
Matthew Lage	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$92.01/\$78.46/hr.
Clitdell Long	Administrative Assistant	Fin Aid 50%	12/07/23-06/30/24	\$18.91/hr.
	III	EOPS 50%		
Brad Lopez	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$107.63/\$89.69/hr.
Gary Mahlberg	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$88.46/\$75.75/hr.
Jesus Marquez-Gomez	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Dean Martin	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Jorge Meridio	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Jon Miller	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Laura Maghoney	Peer Online Course	SEA	08/14/23-12/05/23	\$600.00
	Reviewer			(Lump Sum)
Douglas Mungin	Forensics Coach Lead	General	01/16/24-05/23/24	\$5,000.00
				(Lump Sum)
John Muraoka	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Larry Palmer	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$92.01/\$78.46/hr.
Kitsia Pelaya	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
David Psaila	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Genele Rhoads	Peer Online Course	SEA	08/14/23-12/05/23	\$2,100.00
	Reviewer			(Lump Sum)
Melvin Self	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$81.79/\$70.54/hr.
Mindy Simpson	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$92.01/\$78.46/hr
Jack Snyder	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$88.19/\$75.74/hr.
John Sturdee	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$92.01/\$78.46/hr
Robin Sytsma	Peer Online Course	SEA	08/14/23-12/05/23	\$900.00
	Reviewer			(Lump Sum)
Grant Tokiwa	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Joseph Torres	Journey Level Asst - Fire	General	12/07/23 - 06/30/24	\$26.00/hr.
Serenity Vieira	Student Services Assistant	BFAP/SFAA	12/07/23 - 06/30/24	\$26.00/hr.
Janene Whitesell	Forensics Coach	General	01/16/24-05/23/24	\$3,750.00
				(Lump Sum)
Curley Wikkeling-Miller	Cosmetology Outreach	Strong Workforce	08/11/23-05/31/24	\$69.35/hr.
Erin Wilson	Adj Instructor – Fire Acad	General	12/07/23 - 06/30/24	\$75.62/\$65.29/hr.
Teri Yumae	Applied Music Instruction	General	11/13/23-12/15/23	\$400.00
				(Lump Sum)
Miguel Zaragoza	Journey Level Asst - Fire	General Fund	12/07/23 - 06/30/24	\$26.00/hr.

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: PERSONAL SERVICES AGREEMENTS AND CONTRACTS
UNDER \$50,000**

REQUESTED ACTION:

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

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Shawn Jordinson Consulting	Revision to PSA approved on 6/21/23; period to be extended to 6/30/2024. Consultant to provide Alternate Media/Assistive Technology production and assistance for Accessibility Services Center at the rate of \$70 per hour. Original contract \$32,000; revised to \$49,900 total for FY 2023-24.	DSPS	7/1/23-6/30/24	Not to Exceed \$49,900.00
Alan Lopez	Consultant to provide caricature services for PRIDE grand opening event on December 6, 2023 for LGBTQ+ PRIDE members, staff, and faculty/	LGBTQ+ Sup	12/06/23-12/06/23	Not to Exceed \$600.00

Susan Wheet
Vice President,
Finance & Administration

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

November 22, 2023
Date Submitted

December 6, 2023
Date Approved

Technology Services and Support
Jon Cornelison, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Amanda Carpenter	Consultant to create SaaS System Training Videos per SOW for the ongoing SaaS project.	General	11/15/23-06/30/24	Not to Exceed \$25,000.00

CONTRACT SERVICES AGREEMENTS

Finance and Administration
Susan Wheet, Vice President

<u>Name</u>	<u>Description</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Central Valley Umpires Association	Game fees for personnel to act as umpires for the Spring 2024 Baseball Season. Includes 2 umpires per game (21 games) plus traveling fees.	General	1/15/24-0/31/24	Not to Exceed \$10,240.00
Decide2Inspire	Consultant to provide keynote address at January Convocation "The Uncomfortable Truth: Cultivating a Culture of Anti-Racism at Solano Community College," an interactive and immersive conversation which serves to teach people how to engage in these uncomfortable conversations more productively.	SEA	1/12/24-1/12/24	Not to Exceed \$25,000.00
Green Valley Aloha Saw & Mower	Fleet pricing for 3 Lazer Rider Mowers with mulch kit and sunshade for use by Facilities Groundskeeping Staff	General	12/07/23-12/07/23	Not to Exceed \$42,353.89

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Cristina Young	Biology (Anatomy & Physiology) Instructor 10 years, 5 months of service with SCC	12/15/2023

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 24205</i>	<i>Board Policy: 4400</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 6, 2023

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO SHORT-TERM, SEASONAL, PERIODIC,
STUDENT WORKER, AND TEMPORARY SALARY
SCHEDULES**

REQUESTED ACTION:

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

SUMMARY:

The Short-term, Seasonal, Periodic, Student Worker, and Temporary Salary Schedules are being presented to the Governing Board for approval. Changes to the schedule include changes to the California state minimum wage.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 87801, 878802, 88163 Board Policy: 4150

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 01/01/2024

Seasonal and Periodic

Assistant Athletic Coach	\$17.50/\$22.00 (Max of \$8,300.00 per seasonal sport)
Athletic Onsite Administrator	\$36.50
Driver	\$16.25
Fire Science Academy Classroom Assistant	\$16.25
Journey Level Assistant	\$26.00
Lifeguard	\$16.25/\$16.75
Maintenance/Facilities	\$16.25
Note taker	\$52.25 per semester
Office Assistant	\$16.25
Public Safety Officer	\$26.00
Registration Aide	\$16.25/\$16.75
Special Projects	\$26.00 – \$78.50
Sworn Public Safety Sergeant	\$41.75
Teaching Apprentice	\$22.00
Telemarketing	\$16.25
Theatre staff:	
Box Office Clerk	\$16.25
Box Office/House Manager	\$16.25
Production Assistant	\$16.25
Theatre Assistant	\$16.25
Theatre Event Technician	\$17.25
Senior Stage Technician	\$19.25

Student Workers

<u>All Student Workers</u>	\$16.25
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The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$16.25
Intern 1	\$16.75
Intern 2	\$17.25
Lab Assistant 1	\$17.75
Lab Assistant 2	\$18.75

Disabled Services Program:

Adapted PE Assistant	\$16.25
Mobility Assistant	\$16.25

ASTC Tutors:

First Year	\$16.75
Second Year	\$17.50
Third Year	\$18.25

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

TO: Members of the Governing Board

SUBJECT: CHANGE TO TEMPORARY CSEA SALARY SCHEDULE

REQUESTED ACTION:

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

SUMMARY:

The Temporary CSEA Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include changes to the California state minimum wage.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 87801; 87802; 88162; 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2023-2024
CSEA SHORT-TERM PROJECT/SUBSTITUTE SALARY SCHEDULE
Effective 01/01/2024

TITLE	RATE OF PAY		TITLE	RATE OF PAY
Cook	\$16.00		ELC Programs Specialist	\$19.75
			Learning Resources Technician II	\$19.75
Instructional Lab Assistant I	\$16.00		Outreach Specialist	\$19.75
			Photography Lab Technician	\$19.75
Administrative Assistant I	\$16.59		Purchasing Technician	\$19.75
Clerical Specialist	\$16.59			
Cosmetology Lab Assistant	\$16.59		Accounting Technician	\$20.62
Instructional Assistant I	\$16.59		Admissions & Records Analyst	\$20.62
Occupational Ed Assistant	\$16.59		Career & Job Placement Coordinator	\$20.62
Student Services Assistant I	\$16.59		Curriculum Analyst	\$20.62
			Financial Aid Specialist	\$20.62
Administrative Assistant II	\$17.31		Payroll Specialist	\$20.62
Cashier	\$17.31		Research Analyst / Res. & Plan.	\$20.62
Instructional Lab Assistant II	\$17.31		Student Affairs Specialist	\$20.62
Learning Resources Technician I	\$17.31			
			Alternate Media Specialist	\$21.58
Account Clerk	\$18.11		EOPS/CARE Coordinator	\$21.58
Accounting Specialist I	\$18.11		Financial Aid Systems Analyst	\$21.58
Aeronautics Lab Technician	\$18.11		Payroll Generalist	\$21.58
Cosmetology Lab Technician	\$18.11		Transfer Center / Articulation Coordinator	\$21.58
			Veterans Affairs Coordinator	\$21.58
Administrative Assistant III	\$18.91			
Customer Support Technician	\$18.91		Enterprise Resource Analyst	\$22.51
Early Learning Center Assistant	\$18.91		Technology Specialist	\$22.51
Distance Education Technician	\$18.91			
DSP Specialist	\$18.91		ELC Program Assistant Director	\$23.47
Payroll Assistant	\$18.91			
Payroll Technician	\$18.91		Accountant	\$24.61
Police Services Technician	\$18.91			
Scheduling Specialist	\$18.91		Payroll Analyst (Lead)	\$25.77
Student Services Assistant II / DSP	\$18.91		Principal Research & Data Analyst	\$25.77
Student Services Assistant II / Fin Aid	\$18.91		Senior Information Reporter	\$25.77
Student Services Generalist	\$18.91		Webmaster	\$25.77
TV/Cinematography Lab Technician	\$18.91			
			Information Analyst	\$26.98
Accounting Specialist II	\$19.75		Technology Specialist (Lead)	\$26.98
Administrative Assistant IV	\$19.75			
Art Lab Technician	\$19.75		Info Analyst/Database Administrator (Lead)	\$32.30
Facilities Operations Assistant	\$19.75			

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY LOCAL 39/OPERATING
ENGINEERS SALARY SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Temporary Local 39 Operating Engineers Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include changes to the California state minimum wage.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 87801; 87802; 88162; 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2023 - 2024
LOCAL 39/OPERATING ENGINEERS
SHORT-TERM PROJECT/TEMPORARY/SUBSTITUTE
Effective 01/01/2024

POSITION	RATE OF PAY
Custodian	\$16.00
Courier	\$16.00
General Maintenance Worker	\$16.00
Grounds Maintenance Technician	\$16.00
Kinesiology/Athletic Assistant	\$16.00
Theater Technician	\$16.00
Lead Custodian	\$16.20
Warehouse Operator	\$16.20
Theater Production Technician	\$17.74
Athletic Trainer	\$19.33
Anatomy/Physiology Lab Tech	\$20.17
Automotive Lab Technician	\$20.17
Biology Lab Technician	\$20.17
Biotechnology Lab Technician	\$20.17
Chemistry Lab Technician	\$20.17
Physical Science /Engineering Lab Technician	\$20.17
Science Lab Technician	\$20.17
Welding Lab Technician	\$20.17
Carpenter	\$22.05
Electrician	\$22.05
Maintenance Engineer	\$22.05
Lead Carpenter	\$23.03
Lead Engineer	\$23.03
Vehicle & Equip. Mechanic	\$23.03
Telecommunications Network Technician	\$26.41
Telecommunications Network Engineer	\$27.63

Board Approved: 12/06/2023

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY INTERPRETER SALARY
SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Temporary Interpreter Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include changes to the California state minimum wage.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 87801, 87802, 88162 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Temporary Interpreter Salary Schedule
Effective 01/01/2024

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$16.25	\$16.75	-----
Intermediate Interpreter	\$17.75	\$18.75	\$19.75
Advanced Interpreter	\$22.00	\$24.00	\$26.25
Intern	\$27.25	-----	-----

Temporary Interpreter Salary Schedule Requirements

<u>Level</u>	<u>Educational Requirements</u>		<u>Skills / Education</u>
Beginning Interpreter	ASL 2 eligible (or) demonstrated competency for this level of placement.	and	Satisfactory skills assessment for this level.
Intermediate Interpreter	ASL 3 eligible and documentation of interaction and/or contact with the Deaf community (or) demonstrated equivalent skill.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Advanced Interpreter	ASL 4 eligible and documentation of interaction and/or long-term contact with the Deaf community (or) satisfactory skills assessment evaluation for this level.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Intern	Completion of ASL certificate (or) AA degree in ASL.	and	Satisfactory skills assessment for this level.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: LEASE AGREEMENT APPROVAL TO MOBILE MODULAR
FOR DSA PRE-APPROVED MODULAR BUILDINGS FOR
THE FAIRFIELD CAMPUS SWING SPACE

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the lease of seven (7) 36'x40' Division of the State Architect (DSA) pre-approved modular classrooms and one (1) 12'x40' Division of the State Architect (DSA) pre-approved modular restroom building. These modular buildings will be used as swing space for the upcoming Building 300 Modernization and Building 1600 Modernization projects that are planned to start construction next summer (summer of 2024).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$939,762 Measure Q Funds

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

November 27, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: LEASE AGREEMENT APPROVAL TO MOBILE
MODULAR FOR DSA PRE-APPROVED MODLAR
BUILDINGS FOR THE FAIRFIELD CAMPUS SWING
SPACE**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The lease agreement is for a duration of eighteen (18) months and includes delivery, installation, and removal. An allowance has been added to the total for unforeseen costs. A proposal was requested from Mobile Modular through a piggyback agreement from Santa Rita Union School District.

The Board is asked to approve a lease agreement with Mobile Modular, in the amount not to exceed \$939,762.

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

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF AFFILIATION AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND ROYAL
AMBULANCE, SAN LEANDRO, CA**

REQUESTED ACTION:

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

SUMMARY:

A renewal of the affiliation agreement with Royal Ambulance benefits Solano Community College Emergency Medical Technician students by providing them with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Royal Ambulance. The term of this agreement is 60 months.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

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

ADDRESS

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the Royal Ambulance (Royal) company (“Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements, Students must complete a course of study including clinical experience (“Clinical Experience”) on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including advanced life support, critical care transport, and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company’s standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of Sixty (60) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

1.2. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians or other similar pre-hospital health care providers. School’s program shall include programming, administration, matriculation, promotion, and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School

resides and in which the program contemplated herein is to operate.

- 2.2. Approval by Licensing/Certifying Agency(ies).** School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program, if requested.
- 2.3. Student Licensure/ Certification.** School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state CPR credential or any provisional licensure/ certification. School shall provide Company with a copy of the requisite licensure and or celiification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless the licensing/ certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations, if requested.
- 2.4. Approval by Doctor or Agency Having Medical Control.** If applicable, School will secure from the doctor or agency having medical control in the county(ies) in which the program will operate written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program, if requested.
- 2.5. Records.** School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Student’s transcript, licensure or celiification, temporary license or certification (if applicable), pre-assessment health record, and record of history vaccination/ immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes or ceases to participate in, the Clinical Experience contemplated herein.
- 2.6. List of Participants, Qualifications, Objectives and Representations.** School will notify Company at



AFFILIATION AGREEMENT

least fourteen (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

- 2.7. Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's Agreement to abide by all such rules and regulations.
- 2.8. Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR titer or vaccination, varicella titer or vaccination, respiratory certification by an advanced practitioner and PPD test. School will provide proof of satisfactory completion/ vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9. OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations, including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10. Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses or face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

- 2.11. Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.

- 2.12. Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.

- 2.13. Minimum Age of Participants.** School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2. Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3. Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and



AFFILIATION AGREEMENT

use such equipment when, and where designated by Company personnel. Any information generated as a result of the activities set forth in this Agreement, including information regarding patients or business activities of Royal, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgment of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974, and any applicable state laws.

- 3.4. Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

- 4.1. Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.
- 4.2. Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3. Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulation s and policies prior to beginning their Clinical Experience. The details and procedure s for the orientation program shall be in the Company's sole discretion.
- 4.4. Company's Control of Patient Care.** Company reserves the right to determine where, when, and if Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount, and Student shall follow Company's instructions with respect to the provision of patient care.
- 4.5. Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate

in the provision of care at the scene of an emergency where, in Company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

- 4.6. Student Evaluations.** Company will cooperate with School in performing evaluations of Student's clinical experience.
- 4.7. Provision of Clinical Experience.** Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/ certifying agency and in accordance with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

- 5.1. Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.2. Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from any claims, suits, costs, and actions brought by any Student, or their heirs, against Company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.3. Scope of Indemnification.** School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from all potential claims, actions, risks, and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patient s/clients of



AFFILIATION AGREEMENT

Company where it is alleged that Students participation adversely impacted a patient/ client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

- 5.4. Defense Obligation.** In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1. Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. Endorsement for Student Activities.** School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.
- 6.3. Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

insurance coverage in the form of a certificate of insurance which will be attached to this Agreement.

- 6.4. Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

- 7.1.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

David Williams, Ph.D
VP of Academic Affairs
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534

If to Company:

Justin Nool
Director, Talent Acquisition
Royal Ambulance
14472 Wicks Blvd.
San Leandro, CA 94577



AFFILIATION AGREEMENT

8. TUITION

- 8.1. Tuition.** Tuition is set by school for emergency medical technician.

9. SCOPE OF CLINICAL EXPERIENCE

- 9.1. Scope of Clinical Experience.** The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit B.

10. MISCELLANEOUS.

- 10.1. Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

- 11.1. Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-Kickback Statute.
- 11.2. Compliance Program and Code of Conduct.** Royal has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Royal's website (www.Royalambulance.com) and the School acknowledges receipt of such documents. Royal warrants that its personnel shall comply with Royal's compliance policies, including training related to the Anti-kickback Statute

- 11.3. Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.



AFFILIATION AGREEMENT

IN WITNESS WHERE OF, the parties have hereto executed this Agreement effective this 10th day of October, 2023.

Royal Ambulance (Royal)

X

Justin Nool

Director, Talent Acquisition

Solano Community College (SCC)

X

~~Dr. Celia Esposito Noy~~
~~Superintendent/President~~

Dr. David Williams
VP of Academic Affairs

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AFFILIATION AGREEMENT

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at **Solano Community College** ("School") designed to enable Student become a licensed/ certified Emergency Medical Technician, or other similar pre-hospital healthcare provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves:

1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care, and related services.

Student has asked to participate in Clinical Experience, knowing that participation will require Student to accompany Company personnel in dangerous and potentially life-threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her Agreement to: (i) release the Company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/ direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/ or sprains to one and/ or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's Agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees

affiliates, successors, and assigns of and from all claims, demands, suits, injuries, or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction. Student understands that failure to follow the Company direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this Agreement, the School assures Royal that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Royal is that of a student being provided an educational experience by Royal and such activity shall in no way be construed as creating any other relationship, including an employment relationship. The Student shall receive no compensation from Royal for activities during the internship.

Royal has made available to the Student a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at Royal's website, located at: www.royalambulance.com, and the Student acknowledges receipt of such documents. Royal warrants that its personnel shall comply with Royal's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A." The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/ she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and Royal may immediately terminate the Agreement.



AFFILIATION AGREEMENT

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this document, you acknowledge that you have been advised that there are risks inherent in this type of activity and have decided to assume that risk and release Royal of and from all liability. You agree to release Royal from any claims associated with the event and that you, not Royal, are assuming complete and total responsibility for and any and all injuries, damages, or losses that you may suffer as a result of participating in the Clinical Experience Program.

I agree to all terms set forth above.

X	
Name	Date

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(t) of this title):

(1) **Conviction of program-related crimes.** Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) **Conviction relating to patient abuse.**

Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) **Felony conviction relating to healthcare fraud.** Any individual or entity that has been convicted for an offense that occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (I)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) **Felony conviction relating to controlled substance.** Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a- 7(b)(I-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).



AFFILIATION AGREEMENT

Exhibit B Scope of Clinical Experience

Emergency Medical Technician

Insert Certificate of Insurance Coverage Here

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

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE, ACADEMIC YEAR 2024-2025

REQUESTED ACTION:

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

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted a Sabbatical Leave for the 2024-2025 Academic Year:

Professor Jeanne Lorenz (Full Academic Year)
Professor Michelle Smith (Fall 2024)
Professor Sarah Barsness (Spring 2025)

STUDENT SUCCESS IMPACT:

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

Ed. Code: 87767 Board Policy: Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 13, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AGREEMENTS WITH TOYOTA FOR
TRAINING, MATERIAL LOAN, OR DONATION**

REQUESTED ACTION:

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

SUMMARY:

Approval is requested for Solano Community College to participate in the Toyota TECS ELITE Program. This is a corporate support program which allows our Automotive Technology Program use of Toyota equipment, training aids and materials to deliver high quality technical education to students. Toyota will provide support in the form of loans or donations of service training items. Collaboration with Toyota includes a Training Agreement, Donation Agreement and a Vehicle Loan Agreement (see attached).

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7200

TELEPHONE NUMBER

David Williams, Ph.D.
Academic Affairs

VICE PRESIDENT APPROVAL

December 6, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Technical Education College/High School Support Elite TRAINING AGREEMENT

This Technical Education College/High School Support Elite Training Agreement Summary (this “**Summary**”) is effective on the date set forth below (the “**Effective Date**”) and is entered into by and between the training school identified below (“**Training School**”) and Toyota Motor Sales, USA, Inc. (“**Toyota**”).

This Summary incorporates the attached Technical Education College/High School Support Training Terms and Conditions (the “**Terms & Conditions**”), which, together with the Summary, constitute this “**Agreement**.” Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a “**Party**”, and are collectively “**Parties**”, to this Agreement.

Effective Date: December 7, 2023

Training School: Solano Community College, an institution supporting the training of automotive technicians.

Training School Address: Auto Tech Center, 1687 North Ascot Parkway, Vallejo CA 94591

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Jose Cortes, Interim Dean of Applied Technology & Business, jose.cortes@solano.edu, (707) 864-7287

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

SOLANO COMMUNITY COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: David Williams, Ph.D.

Title: Senior Manager Technical Training

Title: Vice President, Academic Affairs

6565 Headquarters Drive

4000 Suisun Valley Road

Plano, Texas 75024

Fairfield, CA 94534

Attn: General Counsel

Attn: Jose Cortes, Interim Dean

Applied Technology & Business

**TECHNICAL EDUCATION COLLEGE/HIGH SCHOOL SUPPORT ELITE TRAINING
AGREEMENT
TERMS AND CONDITIONS**

Toyota has established a program known as the Technical Education College/High School Support Elite (“**TECS ELITE Program**”) pursuant to which Toyota provides support to educational institutions with the goal of providing more accessible technical training to students.

Training School desires to participate in the TECS ELITE Program with the goal of providing for its automotive students, a high quality educational experience, which parallels today’s technology.

NOW, THEREFORE, the Parties agree as follows:

Section A - Training School’s Obligations

1. The obligations of the Training School and the requirements to be met by the Training School with respect to its participation in the TECS ELITE Program, including certification requirements, instructor qualifications and training, curriculum, recruiting, accounting and administrative and other matters are as specified in the TECS ELITE Policies and Procedures Manual, as updated from time to time (the “**Manual**”). Training School’s continued participation in the TECS ELITE Program and Toyota’s obligation to continue to support the Training School’s TECS ELITE Program is contingent on the Training School’s compliance with its obligations under the Manual.
2. Training School must be accredited by the Automotive Service Excellence Education Foundation (“**ASE**”) at the AST - Automobile Service Technology level. Training Partner is responsible for ensuring that its ASE accreditation is current. ASE accreditation must be renewed every five (5) years.
3. Training School shall provide an appropriate number of days of in-service release time per year for appropriate full-time automotive instructors to attend the Toyota technical training courses needed to maintain Toyota Certification. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
4. Training School shall assign one qualified faculty member to support the full scope of TECS ELITE Program operations, certification and delivery, and shall also designate an alternate point of contact for equipment pick up and deliveries in the absence of the assigned faculty member. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
5. Training School shall appoint a program coordinator who shall represent the Training School in all matters relating to this Agreement and who shall be considered by Toyota as the key contact person. *See* Policy S-1, Program Coordinator Responsibilities, in the Manual.
6. In the spirit of the cooperative link established by this Agreement, the Training School agrees to expand the scope of its automotive program as necessary to meet the curriculum and other requirements specified in the Manual. *See* Policy S-3, TECS ELITE Manufacturer Curriculum in the Manual.
7. In the event the Training School no longer desires to use certain equipment, vehicles or components furnished to the Training School by Toyota for use in the Training School’s TECS ELITE Program, the Training School shall transfer or dispose of such items or components or portions thereof in compliance with the terms of this Agreement, the applicable loan agreement between the Parties, the Manual and all Applicable Laws (as defined below). “**Applicable Laws**” means any and all foreign or U.S. federal, state or local laws, rules, and regulations, including any new laws or subsequent amendments to or new versions of any of the foregoing.
8. The term “**Confidential Information**” means all material or information relating to Toyota’s business operations and affairs, TECS ELITE Program and any associated Training Items, business plans, research and development that Toyota treats as confidential and is made available by Toyota to the Training School. Training School shall not use Confidential Information for any purpose other than the performance of its obligations or exercise of its rights in accordance with this Agreement and shall not disclose such Confidential Information to any third party. Notwithstanding the foregoing, the Training School may disclose Confidential Information to the extent required by a court or other governmental authority, provided that the Training School: (a) gives Toyota reasonable prior notice of the disclosure and (b) reasonably cooperates with Toyota in Toyota’s efforts to limit the disclosure. Upon expiration or termination of the Agreement, the Training School shall return or destroy all Confidential Information in its possession; provided, however the Training School may retain one (1) copy of all Confidential Information for archival purposes.
9. “**Personally Identifiable Information**” means (a) any personally identifiable information that is capable of

identifying a natural person, which may include but is not limited to: name, address, telephone number, e-mail address, social security number, driver's license number; state-issued identification card number; and/or an account number, credit or debit card number, in combination with or without any required security code, access code or password that would permit access to an individual's financial account; (b) any "non-public personal information" as that term is defined at 15 U.S.C. § 6809(4) of the Gramm-Leach-Bliley Act, as well as under any other Applicable Laws protecting from disclosure, use and/or reproduction information linked to a particular individual; and/or (c) any "personally identifiable health information" as defined at 45 C.F.R. § 160.103. When the Training School requests and obtains Personally Identifiable Information from its students, the Training School shall comply with all Applicable Laws and obtain all legally required permissions and consents from each student to share the student's Personally Identifiable Information with Toyota. *See* Policy S-2, TECS ELITE Student Recruiting and Enrollment, in the Manual. The Training School shall be fully responsible for any actions or inactions of its employees and contractors in connection with the TECS ELITE Program, including, without limitation, authorized or unauthorized collection, storage, disclosure, disposal and use of, and access to, Personally Identifiable Information by its personnel.

Section B - Toyota Obligations

As detailed in the Manual, Toyota shall provide certain training and financial support, including the following:

1. Toyota shall make available a minimum of one (1) training space in each Toyota course scheduled at the Training School's facility (or, if courses are not held at the Training School, at a Toyota District or Regional Training Center) for the purpose of in-service training of the Training School's automotive instructors. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
2. Toyota shall provide, through sale, donation or loan, training aids selected by Toyota, vehicles for use in training, as well as special service tools, parts, materials and equipment selected and deemed necessary by Toyota (collectively, "**Training Items**"), in each case, when available and applicable to the Training School's need. Generally, need is determined by Toyota with reference to the number of students enrolled and/or the average annual TECS ELITE Program graduate count from the Training School. The Training School is responsible for procuring insurance against loss of any

and all Training Items, and for obtaining automotive liability insurance with respect to any vehicle that may be provided by Toyota to the Training School in connection with the TECS ELITE Program. *See* the Dollar Sale Titled Vehicle Purchase, Sale and Release Agreement (**Exhibit A**).

3. Provision of any vehicle by Toyota shall be contingent on the Training School's execution of a Master Vehicle Loan and Release Agreement Summary (Production and/or Prototype Vehicles) ("**Master Vehicle Agreement**") for such vehicle. Provision of any Training Item by Toyota shall be contingent on the Training School's execution of a Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Summary (Equipment, Components, Materials) ("**Master Equipment Agreement**") for such Training Item.
4. Toyota shall provide the Training School with a recommended student curriculum containing Toyota-specific automotive course recommendations for all TECS ELITE Programs. *See* Policy S-3, TECS ELITE Manufacturer Curriculum, in the Manual.

Section C -

Term of Agreement and Additional Terms

1. This Agreement shall commence on the Effective Date and shall continue for a term of four (4) years thereafter, at which time it is subject to renewal or renegotiation on the part of the Training School and Toyota; provided, however, that either Party may terminate this Agreement at any time, with or without cause, with a minimum of one (1) month's written notice being provided to the person that the other Party identified by name and title above. The Training School's breach of a Master Vehicle Agreement and/or Master Equipment Agreement may result in immediate termination of this Agreement by Toyota, in its sole and absolute discretion.
2. Should Toyota or the Training School elect to terminate this Agreement, all loaned Training Items shall be disposed of in accordance with this Agreement, the applicable Master Vehicle Agreement or Master Equipment Agreement, the Manual, and all Applicable Laws. The Parties shall cooperate in the orderly winding down of the Training School's TECS ELITE Program, including the completion or termination of any training courses in progress at the time of termination of the Training School's TECS ELITE Program, and support of students enrolled in the TECS ELITE Program. Sections A.7-A.8 and C.2-C.8 shall survive any termination or expiration of this Agreement.

3. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitute participants in a joint undertaking) between Toyota and the Training School.

4. No waiver or amendment of any term of this Agreement shall be effective unless made in writing and signed by an authorized representative of Toyota.

5. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.

6. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and absolute discretion; any assignment in violation of this provision shall be null and void.

7. To the fullest extent permitted by Applicable Laws, this Agreement and all disputes involving interpretation of this Agreement or arising from the relationship created hereby (“**Disputes**”) shall be governed by the laws of the State of Texas without regard to conflicts of law principles. To the fullest extent permitted by Applicable Laws, any litigation of Disputes must take place exclusively in the state or federal courts located in Collin County, Texas. The Parties consent to personal jurisdiction in such courts and waive any right to contend that such courts constitute an improper or inconvenient venue. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys’ fees, expert witness fees and costs.

8. This Agreement (including any addenda and exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Exhibit A – DO NOT SIGN

**TOYOTA CORPORATE SUPPORT PROGRAM
DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT**

THIS DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 20____, by and between Toyota Motor Sales, USA, Inc. on behalf of its Toyota and Lexus divisions (collectively, “**Toyota**”), and

(“**Purchaser**”) with reference to the following:

Name Location

Purchaser is a party to a Toyota Technical Education College/High School Support Training Agreement with Toyota. Toyota has agreed to sell a Toyota vehicle (the “**Vehicle**”) to Purchaser on certain conditions as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Toyota hereby sells, transfers and conveys to Purchaser all right, title and interest in and to the Vehicle, described more particularly as:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification Number</u>
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The purchase price for the Vehicle is One Dollar (\$1.00), exclusive of tax, title license, registration and delivery fees for which the Purchaser shall be solely responsible, such purchase price payable no later than the date that the Vehicle is delivered to Purchaser. Purchaser shall register the Vehicle in Purchaser’s name in the state where the Vehicle shall be garaged in compliance with the laws of the state in which the Vehicle shall be garaged.

2. Purchaser acknowledges and agrees that the Vehicle is being purchased “AS-IS” and “WITH ALL FAULTS.” Purchaser understands and agrees that the Vehicle is not covered by any warranty or representation, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Toyota has made no representations or statements regarding the capability of the Vehicle to perform any use or function contemplated by Purchaser and Purchaser does not rely on any such statements in accepting the Vehicle.

3. Toyota understands that the Vehicle shall be used by Purchaser in whole or in part for educational purposes in connection with Purchaser’s automotive repair training curriculum, and that students may work on the Vehicle. TOYOTA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO PURCHASER, OR TO ANYONE ELSE OR ANY OTHER ENTITY, NOR TO ANY PROPERTY OF SAME, OF ANY KIND AND HOWEVER CAUSED, CONNECTED WITH, ARISING FROM, RELATED TO OR BASED UPON THE SALE, USE, OPERATION, TESTING, CONDITION, OWNERSHIP OR TRANSFER OF THE VEHICLE, WHETHER CAUSED BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT THEREOF, OR BY ANY FAILURE OR INTERRUPTION OF SERVICE THEREOF. TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, AND EACH OF THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**TOYOTA PARTIES**”), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN THE VEHICLE; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS’ AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL’S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF THE VEHICLE OR BREACH OF THIS AGREEMENT (COLLECTIVELY, “**CLAIMS**”).

Purchaser expressly waives the rights and benefits available to it under the provision of Section 1542 of the California Civil Code which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR

TMS & Training School TECS ELITE MASTER TRAINING AGREEMENT

REQ# _____ / CW# _____ / Wilensky

Proprietary and Confidential to TMS; Only to Be Release to Those Who Need to Know

Page 5 of 6

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RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” If Purchaser is based in a jurisdiction other than California, Purchaser waives any comparable statute or doctrine in that jurisdiction.

4. Purchaser has sole responsibility for performing all service, maintenance and repair of the Vehicle at no cost to Toyota. If Purchaser intends to permit the Vehicle to be driven at any time, Purchaser shall be solely responsible for maintaining liability and uninsured motorist insurance on the Vehicle at the minimum statutory limits required by any applicable laws of the state in which Purchaser shall garage the Vehicle.

5. To the fullest extent permitted by Applicable Laws, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, maintenance or operation of, possession of and/or performance of any activity upon the Vehicle; provided, however, Toyota shall control such defense and IN EACH CASE, AT NO EXPENSE TO TOYOTA, WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT OF ONE OR MORE TOYOTA PARTIES, EXCEPT ONLY TO THE EXTENT THOSE CLAIMS ARE CAUSED BY FRAUD, WILLFUL MISCONDUCT OR SOLELY BY THE NEGLIGENCE OF A TOYOTA PARTY. IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS REGARDLESS OF WHETHER THE DAMAGES THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION COMPLIES WITH THE REQUIREMENTS, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS HAVE PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE OF ANOTHER PARTY.

6. To the fullest extent permitted by Applicable Laws, this Agreement and all disputes involving interpretation of this Agreement or arising from the relationship created hereby (“**Disputes**”) shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Any litigation of Disputes must take place exclusively in the state or federal courts located in Collin County, Texas. The Parties consent to personal jurisdiction in such courts and waive any right to contend that such courts constitute an improper or inconvenient venue. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys’ fees, expert witness fees and costs.

7. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Insert Schools Name

Toyota Motor Sales, USA, Inc.

By: _____

By: _____

Name: Insert full name

Name:

Title: Insert title

Title: Senior Manager Technical Training

Date: _____

Date: _____

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER VEHICLE LOAN AND RELEASE AGREEMENT SUMMARY
(PRODUCTION AND/OR PROTOTYPE VEHICLES)**

This Master Vehicle Loan and Release Agreement Summary (this “**Summary**”) is effective on the date set forth below (the “**Effective Date**”) and is entered into by and between the Training School identified below (“**Training School**”) and Toyota Motor Sales, USA, Inc. (“**Toyota**”).

This Summary incorporates the attached Master Vehicle Loan and Release Agreement Terms and Conditions (the “**Terms & Conditions**”), which, together with the Summary, constitute this “**Agreement**.” Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a “**Party**”, and are collectively “**Parties**”, to this Agreement.

Effective Date: December 7, 2023

Training School: Solano Community College, an institution supporting the training of automotive technicians.

Training School Address: Auto Tech Center, 1687 North Ascot Parkway, Vallejo CA 94591

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Jose Cortes, Interim Dean of Applied Technology & Business, jose.cortes@solano.edu, (707) 864-7287

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

Contact Information for transmission of reports under Exhibit A should be sent to: TOYOTA TRAINING AID MANAGEMENT, C/O STERICYCLE EXPERT SOLUTIONS, 8555 AIRPORT FREEWAY, SUITE 100, NORTH RICHLAND HILLS, TEXAS 76180, ATTN. KAREN WATTS, 800-215-6230 XT 7917, KAREN.WATTS@STERICYCLE.COM.

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

SOLANO COMMUNITY COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: David Williams, Ph.D.

Title: Senior Manager Technical Training

Title: Vice President, Academic Affairs

6565 Headquarters Drive
Plano, Texas 75024
Attn: General Counsel

4000 Suisun Valley Road
Fairfield, CA 94534
Attn: Jose Cortes, Interim Dean
Applied Technology & Business

MASTER VEHICLE LOAN AND RELEASE AGREEMENT TERMS AND CONDITIONS

Training School is a participant in the Technical Education College/High School Support Program ("**TECS ELITE Program**") pursuant to the terms and conditions of a Technical Education College/High School Support Elite Training Agreement ("**TECS ELITE Training Agreement**") and the TECS ELITE Policies and Procedures Manual ("**Manual**").

Toyota may provide support to the Training School in the form of loans (each, a "**Loan**") of one or more Toyota vehicles (collectively, and in respect of each individual Loan, the "**Loaned Vehicles**"); in accordance with the criteria specified in the Manual. Toyota and the Training School agree that the terms of the Training School's use of such Loaned Vehicles shall be governed by the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Each Loan of one or more vehicles shall be identified by Toyota upon shipment of such Loaned Vehicles to the Training School in a Vehicle Resource Loan Confirmation of Receipt referencing this Agreement ("**Receipt**") furnished by Toyota to the Training School in the form attached hereto as **Exhibit A**, which Receipt shall specify the VIN, model year, and model name of each vehicle included in the Loan, and the maximum term of the Loan of such vehicle ("**Maximum Loan Term**"). Training School shall verify that each vehicle included in a Loan matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by Toyota, before executing and returning the executed copy of the Receipt to Toyota.
2. Training School acknowledges that Toyota's agreement to make each Loan is subject to the condition that the Loaned Vehicles are used solely for training and schooling purposes in connection with the TECS ELITE Program, and execution by the Training School of each Receipt shall evidence the Training School's acknowledgement of receipt of the related Loan subject to the terms and conditions of this Agreement, and the Training School's agreement to use such Loaned Vehicles solely for training and schooling purposes in connection with the TECS ELITE Program.
3. Training School agrees that Loaned Vehicles shall not be driven at any time.
4. Training School acknowledges that Loaned Vehicles provided to the Training School hereunder are not commercially acceptable for retail sale, and the Training School accepts each Loan "AS IS" WITH NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
5. TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, REPRESENTATIVES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**TOYOTA PARTIES**"), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN ALL LOANED VEHICLES PROVIDED IN EACH LOAN; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS' AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL'S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF THE LOANED VEHICLE(S) OR BREACH OF THIS AGREEMENT (COLLECTIVELY, "**CLAIMS**").
6. To the fullest extent permitted by law, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, possession of and/or performance of any activity upon any of the Loaned Vehicles; provided, however, Toyota shall control such defense and IN EACH CASE, AT NO EXPENSE TO TOYOTA, WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT OF ONE OR MORE TOYOTA PARTIES, EXCEPT ONLY TO THE EXTENT THOSE

CLAIMS ARE CAUSED BY FRAUD, WILLFUL MISCONDUCT OR SOLELY BY THE NEGLIGENCE OF A TOYOTA PARTY. IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY ANY AND ALL FOREIGN OR U.S. FEDERAL, STATE OR LOCAL LAWS, RULES, AND REGULATIONS, INCLUDING ANY NEW LAWS OR SUBSEQUENT AMENDMENTS TO OR NEW VERSIONS OF ANY OF THE FOREGOING (COLLECTIVELY "**APPLICABLE LAWS**") REGARDLESS OF WHETHER THE DAMAGES THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION COMPLIES WITH THE REQUIREMENTS, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS HAVE PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE OF ANOTHER PARTY.

7. This Agreement is for the Loan of the Loaned Vehicles only, and the Training School shall not acquire any right, title or interest in or to the Loaned Vehicles, other than as a borrower of such items for the term of the Loan applicable to each Loaned Vehicle. Training School agrees that it shall immediately surrender each Loaned Vehicle no later than the expiration of the Maximum Loan Term for each Loaned Vehicle specified in the applicable Receipt. Toyota or its representatives shall arrange with Training School to pick up such Loaned Vehicles from Training School at reasonable hours at Training School's premises. Training School shall not dispose of any Loaned Vehicles, nor assign, pledge, transfer or encumber this Agreement, nor any rights or obligations hereunder. Training School has no right or option to purchase any Loaned Vehicles at the end of or during the applicable Maximum Loan Term.
8. At any time during this Agreement, Toyota or its representatives may take immediate possession of any Loaned Vehicles so long as Toyota or its representatives does so lawfully and peacefully. To

take possession of any Loaned Vehicles, Toyota or its representatives can enter the Training School's property or the property where the Loaned Vehicle(s) is/are stored, so long as Toyota or its representatives enter the property and take the Loaned Vehicle(s) lawfully and peacefully; provided, however, Toyota shall first attempt to arrange for transfer of the Loaned Vehicles at a mutually agreed time during business hours. If there is any personal property in any Loaned Vehicle(s), such as clothing, Toyota or its representatives may store same at the Training School's expense or dispose of said personal property in accordance with Applicable Laws. The rights and remedies of Toyota hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.

9. No waiver or amendment of any term of this Agreement shall be effective unless made in writing and signed by an authorized representative of Toyota.
10. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.
11. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitutes participants in a joint undertaking) between Toyota and the Training School.
12. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and absolute discretion; any assignment in violation of this provision shall be null and void.
13. To the fullest extent permitted by Applicable Laws, this Agreement and all disputes involving interpretation of this Agreement or arising from the relationship created hereby ("**Disputes**") shall be governed by the laws of the State of Texas without regard to conflicts of law principles. To the fullest extent permitted by Applicable Laws, any litigation

any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and or Manual, as applicable, shall control. The Training School's breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota. Sections 5-15 shall survive any termination or expiration of this agreement.

This Agreement (including any exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Exhibit A – DO NOT SIGN

Toyota Motor Sales, USA, Inc. – TECS ELITE Policies & Procedure
Instructional Support Form – Loaned Training Vehicles
FS-17

New Form ☒ Revision ☐ July 2011
Programs: Certified CEED ☒ Certified CE ☒

TECS ELITE Training Vehicle Loan Confirmation of Receipt

Training School Name:
Address:
City, State, Zip:

Toyota is providing the vehicles specified below to the Training School for the Maximum Loan Term(s) specified below.

Please verify that the vehicle description and the Vehicle Identification Number (VIN) or other unique identification mechanism on this resource confirmation receipt match the one on the vehicle(s) you received. If discrepancies are found, please inform your area manager and make any corrections on this form. Please sign and return the requested information so that Toyota may confirm your receipt of the vehicles listed below on behalf of the Training School for Toyota's records.

Toyota has delivered following vehicle(s) to you:

Year	Make	Model	VIN	Maximum Loan Term
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By signing this document, the Training School acknowledges and confirms receipt of the above listed vehicle(s) and that receipt and use of such vehicles are limited to the Maximum Loan Term specified above, and is subject to the terms and conditions of the Technical Education College/High School Support Elite Training Agreement, TECS ELITE Policies and Procedures Manual, and the Master Vehicle Loan and Release Agreement Summary between the Training School and Toyota.

Coordinator Name	Title
Signature	Date

Please retain a copy and return the completed form to the address set forth on the Master Vehicle Loan and Release Agreement Summary referenced above.

**TOYOTA CORPORATE SUPPORT PROGRAM
MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT SUMMARY
(EQUIPMENT, COMPONENTS, MATERIALS)**

This Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Summary (this "**Summary**") is effective on the date set forth below (the "**Effective Date**") and is entered into by and between the Training School identified below ("**Training School**") and Toyota Motor Sales, USA, Inc. ("**Toyota**").

This Summary incorporates the attached Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Terms and Conditions (the "**Terms & Conditions**"), which, together with the Summary, constitute this "**Agreement**." Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a "**Party**", and are collectively "**Parties**", to this Agreement.

Effective Date: December 7, 2023

Training School: Solano Community College, an institution supporting the training of automotive technicians.

Training School Address: Auto Tech Center, 1687 North Ascot Parkway, Vallejo CA 94591

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Jose Cortes, Interim Dean of Applied Technology & Business, jose.cortes@solano.edu, (707) 864-7287

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

Contact Information for transmission of reports under Exhibits A or B should be sent to: TOYOTA TRAINING AID MANAGEMENT, C/O STERICYCLE EXPERT SOLUTIONS, 8555 AIRPORT FREEWAY, SUITE 100, NORTH RICHLAND HILLS, TEXAS 76180, ATTN. KAREN WATTS, 800-215-6230 XT 7917, KAREN.WATTS@STERICYCLE.COM.

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

SOLANO COMMUNITY COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: David Williams, Ph.D.

Title: Senior Manager Technical Training

Title: Vice President, Academic Affairs

6565 Headquarters Drive
Plano, Texas 75024
Attn: General Counsel

4000 Suisun Valley Road
Fairfield, CA 94534
Attn: Jose Cortes, Interim Dean
Applied Technology & Business

**MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT TERMS AND CONDITIONS**

Toyota may provide support to the Training School in the form of loans (each, a “**Loan**”) or in the form of donations (each, a “**Donation**”) of one or more Toyota service training items, including, but not limited to parts, materials, tools and equipment (collectively, and in respect of each individual Loan, the “**Loaned Items**”, and in respect of each individual Donation, the “**Donated Items**”). Toyota and the Training School agree that the terms of the Training School’s use of Loaned Items and/or Donated Items shall be governed by the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Each equipment Loan or Donation shall be identified by Toyota upon shipment to the Training School in an Equipment Resource Confirmation of Receipt referencing this Agreement (“**Receipt**”) furnished by Toyota to the Training School, which Receipt shall contain a description of the equipment and specify the Serial Number and Model Name of each piece of equipment included in the Loan and/or Donation (see **Exhibit A**). Loaned items are identified as such, if the Maximum Term for such items in the Receipt is a fixed number of years and/or months. Donated Items are identified as such if the Maximum Term for such items specified in the Receipt is “indefinite.” The Training School shall verify that each piece of equipment included in a Loan/Donation matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by Toyota, before executing and returning the executed copy of the Receipt to Toyota.
2. The Training School may not offer for sale or sell any Loaned Items or Donated Items. The Training School is, however, permitted to transfer engines and certain other equipment, tools and materials (excluding hybrid and prototype materials), at no cost, to third party educational institutions that are training potential automotive technicians subject to: (i) providing Toyota with a completed copy of **Exhibit B** hereto documenting each such intended transfer at least thirty (30) days prior to such transfer as well as each transferee’s acceptance of the terms set forth in this Agreement as if it were the Training School, (ii) obtaining Toyota’s consent to such transfer, and (iii) marking, disabling or otherwise modifying any items prior to their transfer as directed by Toyota.
3. The Training School acknowledges that Toyota’s agreement to make each Loan/Donation is subject to the condition that the Loaned Items/Donated Items be used solely for training and schooling purposes, and execution by the Training School of each Receipt shall evidence the Training School’s acknowledgement of receipt of the related Loan/Donation subject to the terms and conditions of this Agreement, and the Training School’s agreement to use such Loaned Items/Donated Items solely for training and schooling purposes. In the event the Training School is a participant in the Technical Education College/High School Support Program (“**TECS ELITE Program**”) pursuant to the terms and conditions of a Technical Education College/High School Support Training Agreement (“**TECS ELITE Training Agreement**”), the TECS ELITE Terms set forth on **Exhibit C** hereto shall apply. The Training School may not make any photographs of any Loaned Items/Donated Items publicly available without Toyota’s prior written approval, which may be withheld at its sole discretion.
4. The Training School shall return any Loaned Items in the condition in which they were received (ordinary wear and tear excepted), to Toyota at the time specified by Toyota. The Training School acknowledges that no Loaned Item and/or Donated Item provided to the Training School hereunder is commercially acceptable for retail sale, and the Training School accepts each Loan and Donation “AS IS” WITH NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
5. The TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, AND EACH OF THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**TOYOTA PARTIES**”), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF

ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN ALL LOANED ITEMS AND DONATED ITEMS PROVIDED IN EACH LOAN AND DONATION, AS APPLICABLE; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS' AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL'S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF ALL LOANED AND DONATED ITEMS OR BREACH OF THIS AGREEMENT (COLLECTIVELY, "**CLAIMS**").

6. To the fullest extent permitted by law, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, possession of and/or performance of any activity upon any of the Loaned Items and Donated Items; provided, however, Toyota shall control such defense and IN EACH CASE, AT NO EXPENSE TO TOYOTA, WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT OF ONE OR MORE TOYOTA PARTIES, EXCEPT ONLY TO THE EXTENT THOSE CLAIMS ARE CAUSED BY FRAUD, WILLFUL MISCONDUCT OR SOLELY BY THE NEGLIGENCE OF A TOYOTA PARTY. IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS REGARDLESS OF WHETHER THE DAMAGES THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION COMPLIES WITH THE REQUIREMENTS, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS HAVE PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE OF ANOTHER PARTY.

7. With respect to Loaned Items only, this Agreement is one for the Loan of the Loaned Items only and the Training School shall not acquire any right, title or interest to the Loaned Items, other than as a recipient of such items for the term of the Loan applicable to each such Loaned Item. The Training School agrees that it shall immediately surrender each Loaned Item not later than the expiration of the Maximum Loan Term for that Loaned Item specified in the applicable Receipt. Toyota or its representatives shall arrange with the Training School to pick up such Loaned Items from the Training School at reasonable hours at Training School's premises. The Training School shall not dispose of any Loaned Items, nor assign, pledge, transfer or encumber this Agreement, nor any rights or obligations hereunder. The Training School has no right or option to purchase any of the Loaned Items at the end of or during the applicable Loan Term.
8. At any time during this Agreement, Toyota or its representatives may take immediate possession of any Loaned Items so long as Toyota or its representatives does so lawfully and peacefully. To take possession of any Loaned Items, Toyota or its representatives can enter the Training School's property or the property where the Loaned Item(s) is/are stored, so long as Toyota or its representatives enter the property and take the Loaned Item(s) lawfully and peacefully; provided, however, Toyota shall first attempt to arrange for transfer of the Loaned Items at a mutually agreed time during business hours. If there is any personal property in any Loaned Item(s), such as clothing, Toyota or its representatives may store same at the Training School's expense or dispose of said personal property in accordance with applicable law. The rights and remedies of Toyota hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.
9. No waiver or amendment of any term of this Agreement shall be effective unless made in writing and signed by an authorized representative of Toyota.
10. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.

11. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitutes participants in a joint undertaking) between Toyota and the Training School.
12. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and absolute discretion; any assignment in violation of this provision shall be null and void.
13. To the fullest extent permitted by Applicable Laws, this Agreement and all disputes involving interpretation of this Agreement or arising from the relationship created hereby ("**Disputes**") shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Any litigation of Disputes must take place exclusively in the state or federal courts located in Collin County, Texas. The Parties consent to personal jurisdiction in such courts and waive any right to contend that such courts constitute an improper or inconvenient venue. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys' fees, expert witness fees and costs.
14. If any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and or Manual, as applicable, shall control. The Training School's breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota. Sections 5-15 shall survive any termination or expiration of this Agreement.
15. This Agreement (including any exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Exhibit A – DO NOT SIGN

Resource Confirmation of Receipt

Toyota is providing the resources specified below to the Training School for the Maximum Loan Term(s) specified below.

Please review the information and if there are any discrepancies with the items you actually received, inform your Toyota representative. If there are any such discrepancies, please write your corrections on this form. Please sign and return the requested information so that Toyota may confirm your receipt of the items listed below on behalf of the Training School for Toyota's records.

Toyota has delivered the following equipment to you:

Resource Description:	Model Name	Serial Number	Maximum Loan Term
			[Insert loan term or "Indefinite" if the items are donated"]

By signing this document, the Training School acknowledges and confirms receipt of the above listed item(s) and that receipt and use of such items are limited to the Maximum Loan Term specified above.

_____ Coordinator Name	_____ Title
_____ Signature	_____ Date

Please retain a copy and return the completed form to the address set forth on the summary page of the agreement referenced above.

Exhibit B- DO NOT SIGN
Loaned Item/Donated Item Transfer Form

The Training School would like to transfer the following Loaned Item(s)/Donated Item(s) to the educational institution listed below subject to such third party educational institution's acceptance of and compliance with the terms of the Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement as if such third party educational institution were the Training School. Please sign and return the requested information so that Toyota will be able to consider your request.

Transferee: _____

Transferee Address: _____

Items Transferred: _____

Resource Description:	Model Name	Serial Number	Maximum Loan Term
			[Insert loan term or "Indefinite" if the items are donated"]

By signing this document, the Training School acknowledges and confirms that it shall only transfer the items listed above to the educational institution listed above subject to such institution's agreement to comply with the terms of the Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement.

Coordinator Name	Title
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Signature	Date
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Please retain a copy and return completed form to the address set forth on the summary page of the agreement referenced above.

Exhibit C TECS ELITE Terms

In the event the Training School is a participant in the TECS ELITE Program pursuant to the terms and conditions of a TECS Elite Training Agreement, the following terms shall also apply:

Donations and Loans as applicable shall be made in accordance with the criteria specified in the TECS ELITE Policies and Procedures Manual (the “**Manual**”) and any applicable TECS ELITE policies and procedures.

The Training School acknowledges that Toyota’s agreement to make each Loan and/or Donation is subject to the condition that the Loaned Items and/or Donated Items be used solely for automotive training and schooling purposes. The Training School can utilize the Donations and Loans in the school’s general automotive program, so as long as this utilization does not create training issues for the TECS ELITE program, as determined in Toyota’s sole discretion. If the Donations and Loans cannot be utilized for the TECS ELITE program due to the use by the school’s general automotive program; this agreement will be modified to make the Donations and Loans TECS ELITE use specific.

If any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and/or Manual, as applicable, shall control. The Training School’s breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota.

AGENDA ITEM 12.(j)
MEETING DATE December 6, 2023

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

TO: Members of the Governing Board

**SUBJECT: ADDITIONAL FUNDING APPLICATION FOR GENERAL
CHILDCARE (CCTR) WITH CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES**

REQUESTED ACTION:

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

SUMMARY: To be considered for additional funding for fiscal year 2024-2025, contractors must submit a funding application. The submission of the application indicates the District's interest in 4 additional General Childcare (CCTR) slots to serve toddlers. The District will be notified in April 2024 if the application is approved.

STUDENT SUCCESS IMPACT:

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

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

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley, M.F.A.

VICE PRESIDENT APPROVAL

November 27, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

FISCAL YEAR 2024–25 GENERAL CHILD CARE AND DEVELOPMENT PROGRAM EXPANSION FUNDS REQUEST FOR APPLICATIONS

Instructions

Contractors must read the accompanying instructions when completing this Request for Applications (RFA). The General Child Care and Development Program (CCTR) Expansion RFA Program Overview and Instructions may be accessed on the [CCTR RFA web page](#).

Support with this Application

Should you have any questions, please contact the Child Care and Development Division, CCTR RFA Team by email at CCTRRFA@dss.ca.gov or by phone at 916-639-7944.

Section I – Contracted Program Type

This applicant serves, or will serve, the following contracted program type (check all that apply):

☐ **Center-Based Program**

A Child Care Center (or Day Care Center) is usually located in a commercial building, where supervision is provided for infant to school-age children in a group setting for periods of less than 24 hours.

☐ **Family Child Care Home Education Network (FCCHEN) Program**

The contracting agency operates a “network” of licensed and pre-selected family child care homes who provide quality early learning and care programs for children. The agency provides family child care home providers with coaching, technical assistance, and support provider relationships with families.

☐ **Licensed Family Child Care Homes (FCCH)* [NOT ELIGIBLE]**

Licensed Family Child Care Homes care for small groups of children in a residential building such as a house, apartment, or condo unit.

***PLEASE NOTE:** Family Child Care Homes are not eligible for direct CCTR and will automatically be disqualified. Please contact your local [Resource and Referral Agency](#) (R&R) if you are interested in joining a FCCHEN.

Section II – Contractor Information**Please submit only one application per agency/applicant.****Agency Headquarter Information**

Legal Name of Contractor:	
Headquartered County:	
Vendor Number:	
Agency Legal Business Address:	
City:	
Zip Code:	

Please provide the following information on the best contact person who is authorized to receive notifications regarding this funding opportunity:

Contact Person Name and Title:	
Contact Person Telephone Number:	
Contact Person Email Address:	

Executive Director

Executive Director Name:	
Executive Director Telephone Number:	
Executive Director Email Address:	
Executive Director Prior Affiliations:	

Program Director

Program Director Name:	
Program Director Telephone Number:	
Program Director Email Address:	
Program Director Prior Affiliations:	

Section III – Legal Status of Contractor

**Select the contractor's legal status.
Check one box below:**

- ☐ City or City Agency
- ☐ County or County Agency
- ☐ State or Federal Agency
- ☐ State College or University, Community College, County Office of Education, School District
- ☐ Tribal Council/Military Installation
- ☐ Private for-profit/Private nonprofit
- ☐ Charter School (direct funded)

Are you a current child care contractor with the State of California Child Care and Development Division (CCDD)?

- ☐ Yes ☐ No

For current contractors only, are you currently on provisional status, as defined in [W&IC Section 10397\(a\)\(2\)](#)?

- ☐ Yes ☐ No ☐ N/A

For current contractors only, select a box for each program type you currently operate. Select all that apply:

- ☐ General Child Care and Development (CCTR)
- ☐ Migrant Child Care and Development (CMIG)
- ☐ Handicapped Child Care and Development (CHAN)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ California Resource and Referral (CRRP)
- ☐ California Migrant Alternative Payment (CMAP)
- ☐ California State Preschool Program (CSPP)
- ☐ Head Start Program

Section IV – County or Counties of Service

Name of county or counties the contractor will serve with this funding and specify the percentage of funding being requested for each county to reflect services to be provided in these areas:

Section V – Slots Requested

Please indicate the number of children your agency is **newly proposing** to serve in Full-Day/Full-Year programs in the following age groups:

Age Group	Proposed Number of New Slots
Infants (up to 18 months)	
Toddlers (18 months to 36 months)	
Three and Four-Year-Old	
School Age (Ages 5+)	

How many **new** FCCHEN home provider sites are you proposing to add with this RFA?

How many **new** Center Based sites are you proposing to add with this RFA?

Section VI - Program Operation Plans

Are you currently operating a licensed child care center?

☐ Yes ☐ No ☐ N/A — No plans to operate a child care center

Are you currently operating a licensed FCCHEN?

☐ Yes ☐ No ☐ N/A — No plans to operate a FCCHEN

If the answer to either or both above questions is “No”, please provide a date and explanation that details when the home provider and/or sites are expected to be open for services.

Expected Date(s) first operation:

Please provide details regarding program operation plans:

Section VII – Intent to Subcontract Services

Does this applicant intend to subcontract any portion of the contract to another agency?

☐ **No** — Not intending to subcontract

☐ **Yes** — If yes, please provide the following information included with your application:

- [Form CCD 30B Subcontract Certification](#) (attach additional sheets as necessary)
- Sample Subcontractor Memorandum of Understanding that includes the required elements and [California Code of Regulations, Title 5 \(5 CCR\) Section 18031](#).

If “Yes” to above, has the intended agency been a subcontractor during the last three calendar years?

☐ **Yes** — By checking “Yes”, your agency intends to establish a subcontract relationship with another entity to implement the CCTR services described in this application.

☐ **No** — By checking “No”, the subcontractor has not subcontracted within the last three calendar years.

Please note: All applicant agencies must follow the subcontract requirements detailed in the [5 CCR, Sections 18026–18032](#), and the Funding Terms and Conditions for subcontracting services. Management and/or Direct Services subcontracts must be audited in accordance with the California Department of Social Services Audit Guide developed by the CCDD Audits and Investigations Division.

Section VIII – Contractor Certification

I, the official named below, certify under penalty of perjury that I have read the full contents of this application and that, to the best of my knowledge and belief, the information in this application and any attachments hereto are true and correct. I further certify the applicant agency will fulfill all of the agreements, certifications, and conditions described in this RFA, appendices to the RFA, and this application as well as abide by all applicable federal and state laws. I declare:

- I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the Contractor complies with all applicable program statutes and regulations, including:
- Subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in [5 CCR, Section 18026](#).
- Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in [Welfare and Institutions Code, Section 10399](#).
- Cost reimbursement requirements, including reimbursable and non- reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in [5 CCR, Section 18033](#).
- Accounting and reporting requirements in [5 CCR, Section 18063](#).
- Operational and programmatic requirements, and all fiscal and program attachments in Sections IX and X.

The **Authorized Representative** must provide the following information:

Printed Name:	
Title:	
Telephone Number:	
Email-Address:	
Signature:	
Date of Signature:	

Section IX – Certifications and Fiscal Information

Fiscal Information Required for All Applicants

1. Self-Certification for Franchise Tax Board and Department of Tax and Fee Administration

- ☐ By checking this checkbox, the applicant certifies that they are not a delinquent tax payor on the list located on the [Franchise Tax Board web page](#).
- ☐ By checking this checkbox, the applicant certifies that they are not a delinquent tax payor on the list located on the [Department of Tax and Fee Administration web page](#).
- ☐ By checking this checkbox, the applicant certifies that they are not on the list of sanctioned entities located on the [Office of Foreign Assets Control web page](#).

2. Registration in the System for Award Management*

- ☐ Please enter your agency's Unique Entity Identifier Number: _____
*SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal funds ([Federal Acquisition Regulations \(FAR\) Part 52.204-7](#)). To find your agency's Unique Entity Identifier Number, visit the [System for Award Management](#) web page.

3. Board of Directors Approval

Does the applying agency have a Board of Directors?

- ☐ **No**
 - ☐ Sole proprietorship
 - ☐ Other; Please explain

- ☐ **Yes**

If the applying agency has a Board of Directors, the applicant must self-certify that it has received Board of Directors approval to receive CCTR Expansion Funding.

- ☐ **Yes**, the Board of Directors has approved the applicant's receipt of CCTR Expansion funding should an award be extended.
- ☐ **No**, the Board of Directors has **not** approved the applicant's receipt of CCTR Expansion funding should an award be extended.

Please note: Public agencies without Board approval are not eligible for CCTR Expansion funding.

- ☐ **N/A**, Please provide reason; i.e. the Board did not have a scheduled meeting during the application process

If **N/A**, please provide the date that Board approval is expected. _____

Date

Section X – Fiscal Attachments

Please consult the “Requirement” information to determine if each form is required for your agency.

Fiscal Worksheets

- **Requirement:** For all applicants
- **Instructions:** Follow the instructions provided on the Fiscal Worksheets located on the [CCTR 2024-25 web page](#).

Secretary of State (SOS)

- **Requirement:** Private agencies only
- **Instructions:** Entities that are required to register with the Secretary of State must have “active” status and the entity name and address **must match** the STD. 204 and the information submitted in Section I of the application. If the agency is “inactive,” contact your PQI Consultant immediately. To search, visit the [California Secretary of State Business Search](#).
 - Scroll to the bottom of the Business Search page and business name. Click the search button. When search results populate under the search bar, click on your agency’s name.
 - Your agency’s status will appear on the right-hand side of the screen. Verify that the status is listed as “active.” Verify that the entity name and mailing address match what is listed in Section I of the CFA as well as the Payee Data Record (STD. 204).
 - Save a copy or screenshot of this verification for your records.

Program Staffing Plan (CCD 32)

- **Requirement:** For all applicants
- **Instructions:** Include this completed form with your RFA submission.

Payee Data Record (STD. 204)

- **Requirement:** Agencies who are **not** a current child care contractor with the State of California
- **Instructions:** Complete sections 2 through 5; information on sections 2 and 4 must be consistent with the information identified on the application cover sheet.

Proof of “Current” Charity Status with the California Department of Justice

- **Requirement:** For Charitable Corporations, Unincorporated associations, and Trustees only. If the organization is classified as a California nonprofit public benefit corporation or has received federal tax exemption under [United States Code \(USC\) Section 501\(c\)\(3\)](#), it is considered a charity. ([California Corporations Code \(CCC\), Section 5110 et seq.](#)). Registration with the Attorney General’s Registry of Charitable Trusts is required for all California public benefit corporations and other types of organizations that hold assets for a charitable purpose. ([Government Code \(GC\) § 12580 et seq.](#))
- **Instructions:** Visit the California Department of Justice Registry Verification Search web page. Enter your organization’s name in the ‘Organization Name’ field and select the link with your organization’s name that corresponds with the ‘charity registration’ record type. Save a screenshot of the subsequent page showing the registrant details and mailing address.

Section XI – Program Attachments

All applicants must complete and submit a program calendar for FY 2024–25 (July 2023 through June 2024).

Click on the link below to access the fiscal year Program Calendar.

- Fiscal Year 2024-25 Program Calendar ([Form CCD 33](#))

Section XII – Program Narrative

All applicants must compose and submit a program narrative. Instructions for the Program Narrative are available in the FY 2024–25 CCTR Expansion RFA instructions on the [CCTR RFA web page](#).

Instructions for Completing the Program Narrative

Written responses must be completed in accordance with the Scoring Rubric and information described in this section of the application. As agencies complete the written program narrative, the following requirements must be noted:

1. Information in the application must be relevant and unique to the program administered by the applicant.
2. Applicants will be required to describe the program that the agency will implement. Any application containing false or misleading information is cause for disqualification.
3. An application that is plagiarized in any part or form from another application will automatically be rejected. Agencies cannot submit an application where the text has been copied from another agency's previous or current application, whether another agency voluntarily or involuntarily provided the information.
4. Each individual question must be completed following the format requirement provided.
5. Please note answers must not exceed the space provided (two pages maximum, per section).
6. Additional pages will not be accepted or read.

Section 1: Agency Philosophy and Introduction (10 points)

- Describe your agency philosophy, goals, and objectives which supports children's growth and development. The goals and objectives shall reflect the cultural and linguistic characteristics of the families served by the contractor.

Section 1: Agency Philosophy and Introduction (additional page, if needed)

Section 2: Needs Assessment/Service Delivery Area (10 points)

- Describe the gaps in the service delivery area(s) and how your program plans to address the needs, including steps that will be taken to address the gaps, which must include days and hours of when services will be provided, in order to meet the need for full-day/full-year subsidized child care and development services to children and families that meet the eligibility requirements. *You must include resources used including LPC priority(ies) and zip code(s) where services will be provided.*

Section 2: Needs Assessment/Service Delivery Area (additional page, if needed)

Section 3: Children to Be Served (10 points)

- Using your needs assessment, describe the specific age group(s) you are proposing to serve and how will you use these contract funds to expand services to meet the needs of the community.

Section 3: Children to Be Served (additional page, if needed)

Section 4: Administration and Staffing (10 points)**For All Applicants:**

- Describe the roles and responsibilities of the core administrative staff responsible for the audit, fiscal and programmatic components of the contract.
- Does your program have existing staff who can meet the qualifications for the services proposed? Explain. (See the [General Staffing Qualifications web page](#), Teacher Qualification Section)
 - If your program does not have sufficient staff to meet qualifications for proposed services, please explain the plan to acquire sufficient qualified staff.
- Describe how you will utilize contract funds to support and enhance program staffing and staff development.

For FCCHEN Applicants ONLY:

- You must include how you will address program quality, training and support, ongoing monitoring of family day care home providers, recruitment/enrollment of families, and staff qualifications.

Section 4: Administration and Staffing (additional page, if needed)

Section 5: Previous Experience (10 points)

- Please describe your program's experience with operating licensed direct service/center-based programs or with administering FCCHEN programs.
- Describe your program's experience with delivering federal and/or state contracts.

Section 5: Previous Experience (additional page, if needed)

Section 6: Program Quality (10 points)

- Describe systems used to meet the expected quality standards identified in [Title 5, Article 2: General Program Requirements](#).
- Describe how you will ensure there is a continuous monitoring system to assess compliance and program quality improvement?

Section 6: Program Quality (additional page, if needed)

Section 7: Education Program and Assessment (10 points)

- Describe how the program ensures developmentally, linguistically, and culturally appropriate program approach; is inclusive of children with special needs; encourages respect for the feelings and rights of children; supports children's social and emotional development; provides for the development of cognitive and language skills; promotes each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials, and guidelines for active play and movement; and promotes and maintains practices that are healthy and safe. Include curriculum(s) and assessment(s) tools used or propose to use. *This response must align with all age group(s) indicated in your response to Question Three above.*
- What, if any, assessment system do you currently use or what assessment system are you proposing to use? *This response must align with all age group(s) indicated in your response to Question Three above.*

Section 7: Education Program and Assessment (additional page, if needed)

Section 8: Family Engagement (10 points)

Family engagement is an interactive process through which staff, parents, families, and their children build positive and goal-oriented relationships. It is a shared responsibility of families and professionals that requires mutual respect for the roles and strengths each has to offer. Family engagement means doing with—not doing to or for—families.

- Describe how does your program build relationships between families and staff?
- Describe the types of parent education information and/or activities your agency provides.
- Describe how your program connects families with services and supports. Please provide examples.

Section 8: Family Engagement (additional page, if needed)

Section 9: Facilities and Physical Environment (10 points)

- Describe how you intend on meeting health and safety requirements for the age group(s) you propose to serve?

Section 9: Facilities and Physical Environment (additional page, if needed)

Section 10: Fiscal Accountability (10 points)

- Describe the fiscal resources available to operate your program for at least three months. Please include a proposed budget that supports your ability to operate your program for at least three months.

Section 10: Fiscal Accountability (additional page, if needed)

Application Checklist

A completed and signed application package is required.

It is the sole responsibility of the contractor to ensure that the application package is submitted to CCTRRFA@dss.ca.gov on or before **11:59 p.m. PST on November 22, 2023**.

Section Description	Page Number	Check Box
Section I – Contracted Program Type	1	<input type="checkbox"/>
Section II – Contractor Information	2	<input type="checkbox"/>
Section III – Legal Status of Applicant	3	<input type="checkbox"/>
Section IV – County or Counties of Service	4	<input type="checkbox"/>
Section V – Slots Requested	5	<input type="checkbox"/>
Section VI – Program Operation Plans	6	<input type="checkbox"/>
Section VII – Intent to Subcontract Services (for applicants with subcontracted services only)	7	<input type="checkbox"/>
Section VIII – Contractor Certification	8	<input type="checkbox"/>
Section IX – Certifications and Fiscal Information	9	<input type="checkbox"/>
Section X – Fiscal Attachments <i>(see “Requirement” sections on pages 10 and 11 for instructions on which forms to include)</i>		
Section X(a) – Fiscal Worksheets	Located on CCTR web page	<input type="checkbox"/>
Section X(b) – Fiscal Attachments <ul style="list-style-type: none"> • Program Staffing Plan • Payee Data Record • Proof of Charity Status 	10 – 11	<input type="checkbox"/>
Section XI – Program Attachments		
2024-25 Program Calendar	12	<input type="checkbox"/>
Section XII – Program Narrative		
Program Narrative	13 – 33	<input type="checkbox"/>

AGENDA ITEM 13.(a)
MEETING DATE December 6, 2023

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

TO: Members of the Governing Board

SUBJECT: SUPERINTENDENT/PRESIDENT JOB DESCRIPTION

REQUESTED ACTION:

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

SUMMARY:

The following updated Superintendent/President job description is being presented to the Board for the first review and public comment. The final updated job description will be presented for Board approval at the December 20, 2023 Board meeting.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 6, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: SUPERINTENDENT/PRESIDENT (EDUCATIONAL ADMINISTRATOR)

DEFINITION: Under direction of the Governing Board, envision, plan, organize, coordinate, direct, administer, review and evaluate the programs, services and activities of the entire community college district which provides and supports educational opportunities for students; provide executive direction and leadership to the district's academic and classified administrators and staff in all areas of administration, academic affairs, student services and other support services; plan, formulate, develop and implement short- and long-range goals and objectives in support of the educational plan and consistent with the instructional needs of the community; promote and develop partnerships, cooperative functions and effective relationships with community business leaders, related organizations and others involved in educational services and career technical training.

Maintain broad perspective of all aspects of the district and work closely with the Board to facilitate achievement of goals and objectives consistent with the district's educational plan; assure the innovative and cost-effective formulation, development and implementation of administrative, instructional and student services programs, systems, policies, standards and activities in compliance with a variety of federal, State, local and district laws, rules, regulations, policies and procedures; select, direct and evaluate the performance of the Vice Presidents and others who report directly to the Superintendent/President.

RESPONSIBILITIES:

EXAMPLES OF ESSENTIAL DUTIES: (Listed examples may not include all tasks which may be found in the position assigned to this class.)

Provide executive direction and leadership to the district's instructional, administrative, and student services functions, programs, operations and activities; formulate, develop, implement and review a broad variety of policies, standards and outcomes to assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.

In an environment of shared governance, work closely with district administrators in establishing and achieving institutional goals in accordance with the district's educational plan; direct the development of short- and long-range plans for all district functions in coordination with the constituent groups and the Governing Board. Demonstrate a thorough understanding and knowledge of the District's Mission Statement, Vision Statement and Core Values.

Attend Board meetings and make oral presentations concerning all aspects of instructional and administrative activities; serve as leader of the district's executive team; confer with administrators regarding Board agenda items and management issues involving programs and services of the district, including recommendations for new or revised policies and procedures; assure that Board policies and legislative directives are carried out in all areas of the district.

Commit the District to the recruitment, selection and retention of highly qualified, diverse and student-centered faculty and staff.

Work closely with administrators and leaders of the Academic Senate with regard to developing, modifying and enhancing college curriculum. Work with the Vice President of Academic Affairs and others to review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry and dual enrollment students with a strong focus on reducing achievement gaps among groups of students and increasing retention and student success.

Represent the district to local, State and federal governmental bodies and agencies; identify resources for new and enhanced instructional programs and services; represent the district to the community including other educational institutions, business interests and service organizations.

Interact with leaders of the business and social communities of the district to identify and communicate emerging educational trends and partnerships for the district; provide leadership to district personnel to envision and develop new programs and services, utilize resources effectively, and promote innovative methodology and concepts in the field of education.

Assure compliance with all applicable laws, rules, regulations and restrictions related to instructional programs, student services, district operations and expenditure of district funds; assure that the highest legal and ethical standards are maintained and clearly communicated to district personnel, the Governing Board and the community

Review and evaluate effectiveness of district organization, personnel, programs and services; assure development and implementation of corrective action, improvements or additional programs and services as necessary; promote a climate of innovation and collaboration, and encourage staff development and formulation of clear job objectives.

Provide for staff participation in achieving established goals and objectives for assigned services; recommend operational changes in all areas as appropriate to increase efficiency, effectiveness and quality of all district services.

Direct the efforts and activities of district committees, task forces and meetings; delegate responsibility to team leaders for representing the district's interests in the community and at State or national meetings; review and evaluate information, factual summaries and recommendations from work groups and team leaders.

Review reports related to the district's financial position; assure that appropriate internal audits and budgetary controls are instituted and maintained; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of all departmental budgets to facilitate attainment of the district's short- and long-range plans.

Maintain knowledge and oversight of the District's Bond Spending Plan to ensure funds are spent in accordance with the Bond language and Facilities Master Plan.

Maintain contact with legislators, professional organizations, and the Chancellor's Office in order to remain current regarding new and pending State, federal, and local legislation related to instructional programs, funding and financial support, student services, and administration.

Assure optimum support services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.

Perform related duties as assigned and needed.

MINIMUM QUALIFICATIONS:

Education and Experience: Any combination equivalent to:

Master's degree from a regionally accredited institution or equivalent

Five years of senior-level administrative experience in education, defined as an executive position reporting directly to a governing body or chief executive officer and being responsible for a broad operational segment of the organization with significant fiscal and programmatic oversight (e.g. academic affairs, student services, administrative services, college campus)

Evidence of responsiveness to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students, as these factors relate to the need for equity minded practices.

DESIRABLE QUALIFICATIONS:

Doctorate degree from an accredited institution.

A minimum of ten years of senior management experience with a significant and progressively more complex decision-making responsibilities.

Administrative experience in areas of academic affairs, student affairs, financial management, faculty, staff and community relations, and facilities development and strategic planning.

Faculty experience in teaching or student services, or other leadership experience providing support for the role of faculty that demonstrates a strong understanding of the teaching/learning and student development processes.

Demonstrated experience utilizing principles of organization and leadership practices that promote professional excellence among all employees.

Strong communication skills: both oral and written communication.

Demonstrated experience to effectively navigate the complexities of the California community college policy, legal and accreditation environment or equivalent.

Proven record of successful management of resources, including integrated planning and budget development, during both increasing and decreasing budget cycles.

Successful external resource development experience, including pursuit of grant funding and community support through partnerships and/or a foundation.

Demonstrated leadership experience providing support for the comprehensive student experience.

Skilled in the use and application of technology including video conferencing and virtual meeting platforms, appropriate office software, applicable learning management systems and the application of data analysis and reporting technology.

Knowledge and application of Interest Based Approach (IBA) for reaching consensus.

KNOWLEDGE SKILLS AND ABILITIES:

Principles, theories, practices, methods and procedures of public administration specifically related to higher education.

Instructional program development and implementation at the community college level.

Principles and practices of effective executive leadership.

Sound fiscal management policies as related to public institutions.

The process of institutional collective bargaining including interest-based negotiations.

Local, State and federal laws governing a community college district.

Effective shared and participatory governance among faculty, staff and students.

District organization, operations and objectives.

Fund-raising approaches in both public and private sectors.

Budget administration for a multi-faceted public organization.

Utilization of technology in all areas that support teaching and learning, and student support services.

Programs and services of a community college district.

Trends in academic, career and technical education, and community education.

Local economic conditions, community leaders and service organizations.

Student enrollment trends and demographic statistics of the communities within the District.

Needs, interests and concerns of various groups of community college students.

Oral and written communication skills.

Principles of leadership, management, training and supervision.

Interpersonal skills including tact, patience and diplomacy.

Public speaking techniques.

ABILITY TO:

Envision, plan, organize, direct, administer, review and evaluate all functions of the district including instruction, student services and administration.

Develop and implement policy recommendations, which will advance the district's plan and other goals and objectives in accordance with local, State and federal laws, accreditation standards, and the needs of the college community.

Exhibit passion about education and its value.

Provide leadership and executive direction to administrators and staff.

Provide opportunities to enable students to achieve their full potential.

Confer with legislators, community business leaders and others regarding funding sources and cooperative instructional relationships.

Build an educational team, manage conflict, build trust, motivate others, set a strategic course of action utilizing participatory management, hold employees accountable, and make difficult choices among strong and competing interests.

Communicate effectively with diverse constituencies within and outside the district.

Manage the District in an ethical, approachable and trustworthy manner.

Effectively delegate authority and responsibility to direct reports.

Value intellectual achievement and be guided by student and community needs in decision-making.

Review and analyze complex financial, statistical and narrative data regarding all aspect of district instruction and operations.

Develop relationships with educational organizations, business, industry, government, and community-based organizations.

Maintain current knowledge of the educational needs of the community.

Manage the District in a fiscally responsible manner, utilizing strategic planning, institutional research, and data as guidance for budget policies and procedures.

Train, supervise and evaluate the performance of assigned personnel.

Communicate effectively both orally and in writing.

Establish and maintain effective and cooperative working relationships with others.

Ability to support the Board and its decisions even if such decisions are contrary to recommendations of the Superintendent/President.

WORKING CONDITIONS: Duties are primarily performed in an office environment or in meetings at a district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executive, management, faculty, members of the Governing Board, community and State leaders and the general public. May be required to travel to the centers in Vacaville and Vallejo or other locations to attend meetings and conduct work.

PHYSICAL DEMANDS: Typically must sit for long periods, see clearly to read normal and fine print, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person, and regularly lift, carry and/or move objects weighing up to 10 pounds.

Board Approved 12/20/23