

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

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2020-2021

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Maire Morinec	From Dean, Vacaville Center to Full-Time Tenured Faculty, Nursing	01/14/2021

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Diana Alderfer	Teaching Apprentice	SEA	12/02/20 – 06/30/21	\$21.00/hr.
Jared Awender	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jason Barker	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Rob Bartoli	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Cheyne Baumgart	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.

Salvatore Abbate
Human Resources

November 20, 2020

Date Submitted

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

December 2, 2020

Date Approved

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Steve Bristow	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Brian Buathier	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Ashley Burruss	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Beatriz Cadenas	Special Project- Academic Support- Student Life	SEA	11/18/20 – 06/30/21	\$25.00/hr.
Ted Collins	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Shanan Danley	Special Project- SOAR/Academic Support	SEA	12/02/20 – 06/30/21	\$25.00/hr.
Andrew Fink	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Christopher Fleshman	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jessica Fleshman	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Paul Hidy	ADAS Training	Strong Workforce	07/01/20 - 09/30/20	\$337.50 Stipend
John Hurley, Jr.	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Zachary Glankler	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jarrold Infante	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Ricardo Irizarry	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
John Jansen	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Allyn Kemp	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Drew Kostal	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Matthew Lage	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.

Short-Term/Temporary/Substitute (continued)

Brad Lopez	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Gary Mahlberg	Journey Level Assistant-Fire	General Fund	01/11/21 – 05/27/21	\$25.00/hr.
Jesus Marquez- Gomez	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Ricky Marshall	ADAS Training	Strong Workforce	07/01/20 - 09/30/20	\$978.75 Stipend
Dean Martin	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Andrew McGee	ADAS Training	Strong Workforce	07/01/20 - 09/30/20	\$607.50 Stipend
Jorge Merodio	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Bryan Mihelick	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jon Miller	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
John Muraoka	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jimmy Ojeda Pedraza	Teaching Apprentice	SEA	12/02/20 – 06/30/21	\$21.00/hr.
Jerry Pagala	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Jeffrey Ryder	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Melvin Self	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Mindy Simpson	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
John Sturdee	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Christopher Summers	Teaching Apprentice	SEA	12/02/20 – 06/30/21	\$21.00/hr.
Jeremy Throne	Teaching Apprentice	SEA	12/02/20 – 06/30/21	\$21.00/hr.
Grant Tokiwa	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Kathleen Velasco	Teaching Apprentice	SEA	12/02/20 – 06/30/21	\$21.00/hr.
Eric Wilson	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Judith A. Heyman	2004 Subaru Forrester. \$3,807.	Automotive Technology

Acceptance of this donation is recommended at this time.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

November 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 10.(c)
MEETING DATE December 2, 2020

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
James DeKloe	1997 Acura Integra. \$1,426	Automotive Technology

Acceptance of this donation is recommended at this time.

**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>
Patricia Barnes	Adjunct Cosmetology Instructor 7 years service with SCC	12/18/2020
Victoria Lamica	Director, Purchasing and Support 2 years; 6 months service with SCC	12/30/2020

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 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

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

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

TO: Members of the Governing Board

SUBJECT: CHANGE TO 2020-2021 CSEA TEMPORARY SALARY SCHEDULE

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

The 2020-2021 California School Employees Association (CSEA) Temporary Salary Schedule is being presented to the Governing Board for approval. . Changes to the schedule include California SB3 changes in 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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</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

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

VICE PRESIDENT APPROVAL

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

November 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

2020-2021
CSEA SHORT-TERM PROJECT/SUBSTITUTE SALARY SCHEDULE
Effective 01/01/2021

TITLE	RATE OF PAY	TITLE	RATE OF PAY
Cook	\$15.00	ELC Programs Specialist	\$18.90
		Learning Resources Technician II	\$18.90
Instructional Lab Assistant I	\$15.21	Outreach Specialist	\$18.90
		Photography Lab Technician	\$18.90
Administrative Assistant I	\$15.88	Purchasing Technician	\$18.90
Clerical Specialist	\$15.88		
Cosmetology Lab Assistant	\$15.88	Accounting Technician	\$19.73
Instructional Assistant I	\$15.88	Admissions & Records Analyst	\$19.73
Occupational Ed Assistant	\$15.88	Career & Job Placement Coordinator	\$19.73
Student Services Assistant I	\$15.88	Curriculum Analyst	\$19.73
		Financial Aid Specialist	\$19.73
Administrative Assistant II	\$16.56	Payroll Specialist	\$19.73
Cashier	\$16.56	Research Analyst / Res. & Plan.	\$19.73
Instructional Lab Assistant II	\$16.56	Student Affairs Specialist	\$19.73
Learning Resources Technician I	\$16.56		
		Alternate Media Specialist	\$20.65
Account Clerk	\$17.33	EOPS/CARE Coordinator	\$20.65
Accounting Specialist I	\$17.33	Financial Aid Systems Analyst	\$20.65
Aeronautics Lab Technician	\$17.33	Payroll Generalist	\$20.65
Cosmetology Lab Technician	\$17.33	Transfer Center / Articulation Coordinator	\$20.65
		Veterans Affairs Coordinator	\$20.65
Administrative Assistant III	\$18.10		
Customer Support Technician	\$18.10	Enterprise Resource Analyst	\$21.54
Early Learning Center Assistant	\$18.10	Technology Specialist	\$21.54
Distance Education Technician	\$18.10		
DSP Specialist	\$18.10	ELC Program Assistant Director	\$22.46
Payroll Assistant	\$18.10		
Payroll Technician	\$18.10	Accountant	\$23.55
Police Services Technician	\$18.10		
Scheduling Specialist	\$18.10	Payroll Analyst (Lead)	\$24.66
Student Services Assistant II / DSP	\$18.10	Principal Research & Data Analyst	\$24.66
Student Services Assistant II / Fin Aid	\$18.10	Senior Information Reporter	\$24.66
Student Services Generalist	\$18.10	Webmaster	\$24.66
TV/Cinematography Lab Technician	\$18.10		
		Information Analyst	\$25.82
Accounting Specialist II	\$18.90	Technology Specialist (Lead)	\$25.82
Administrative Assistant IV	\$18.90		
Art Lab Technician	\$18.90	Info Analyst/Database Administrator (Lead)	\$30.91
Facilities Operations Assistant	\$18.90		

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 California SB3 changes in 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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</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

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

VICE PRESIDENT APPROVAL

November 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 01/01/2021

Seasonal and Periodic

Assistant Athletic Coach	\$16.66/\$21.00 (Maximum of \$8,300.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00
Driver	\$14.00
Fire Science Academy Classroom Assistant	\$14.00
Journey Level Assistant	\$25.00
Lifeguard	\$14.00/\$15.00
Office Assistant	\$14.00
Maintenance/Facilities	\$14.00
Note taker	\$50 per semester
Pool Manager	\$14.00
Registration Aide	\$14.00/\$15.00
Special Projects	\$25.00-\$75.00
Teaching Apprentice	\$21.00
Telemarketing	\$14.00
Theatre staff:	
Box Office Clerk	\$14.00
Box Office/House Manager	\$14.00
Production Assistant	\$14.00
Theatre Assistant	\$14.00
Theatre Event Technician	\$15.50
Senior Stage Technician	\$17.50
Tutor	\$14.00

Student Workers

All Student Workers \$14.00

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	\$14.00
Intern 1	\$14.50
Intern 2	\$15.00
Lab Assistant 1	\$15.50
Lab Assistant 2	\$16.50

Disabled Services Program:

Adapted PE Assistant	\$14.00
Mobility Assistant	\$14.00

Tutor \$14.00/\$14.50

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO 2020-2021 OPERATING ENGINEERS
 LOCAL 39 TEMPORARY SALARY SCHEDULE**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

The 2020-2021 Operating Engineers Local 39 Temporary Salary Schedules are being presented to the Governing Board for approval. Changes to the schedule include California SB3 changes in 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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</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 20, 2020

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

December 2, 2020

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

**2020-2021
LOCAL 39/OPERATING ENGINEERS
SHORT-TERM PROJECT/TEMPORARY/SUBSTITUTE
Effective 01/01/2021**

POSITION	RATE OF PAY
Custodian	\$15.00
Courier	\$15.00
General Maintenance Worker	\$15.00
Grounds Maintenance Technician	\$15.00
Lead Custodian	\$15.50
Kinesiology/Athletic Assistant	\$15.00
Theater Technician	\$15.00
Warehouse Operator	\$15.50
Theater Production Technician	\$16.98
Athletic Trainer	\$18.50
Anatomy/Physiology Lab Tech	\$19.30
Automotive Lab Technician	\$19.30
Biology Lab Technician	\$19.30
Biotechnology Lab Technician	\$19.30
Chemistry Lab Technician	\$19.30
Physical Science /Engineering Lab Technician	\$19.30
Science Lab Technician	\$19.30
Welding Lab Technician	\$19.30
Carpenter	\$21.10
Electrician	\$21.10
Maintenance Engineer	\$21.10
Lead Carpenter	\$22.04
Lead Engineer	\$22.04
Vehicle & Equip. Mechanic	\$22.04
Telecommunications Network Technician	\$25.27
Telecommunications Network Engineer	\$26.44

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 California SB3 changes in 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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</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

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

VICE PRESIDENT APPROVAL

November 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Temporary Interpreter Salary Schedule
Effective 01/01/2021

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$14.00	\$15.00	-----
Intermediate Interpreter	\$16.00	\$17.00	\$18.00
Advanced Interpreter	\$20.00	\$22.00	\$24.00
Intern	\$25.00	-----	-----

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: AMENDMENT TO RESOLUTION 20/21-07 OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Approval is requested for amendment of Section 12 of Resolution 20/21-7 submitted October 7, 2020. Corrected Verbiage for Section 12 has been included below.

CONTINUED ON NEXT PAGE;

STUDENT SUCCESS IMPACT:

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

Ed. Code: GC 855 Board Policy: Estimated Fiscal Impact: No Impact on General Fund

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President of Administration and Finance

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER
Robert V. Diamond

VICE PRESIDENT APPROVAL

November 20, 2020

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

December 2, 2020

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AMENDMENT TO RESOLUTION 20/21-07 OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO

SUMMARY:

CONTINUED FROM PREVIOUS PAGE;

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Solano Community College District, Election of 2012 General Obligation Bonds, Series D Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. **The building fund may contain subaccounts if the Bonds are issued in more than one series.** At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium shall be paid to the County, **shall be kept separate and apart in the fund hereby authorized to be created and designated** to the credit of the fund hereby authorized to be created to be known as the “Solano Community College District Election of 2012 General Obligation Bonds, Series D Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of **Accreted value, Conversion value, or** principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds , or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise with, a fund established by the County for the purpose of holding proceeds of ad valorem property tax levies made to pay bonds issued pursuant to the Authorization.

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

TO: Members of the Governing Board
SUBJECT: FACILITIES MASTER PLAN UPDATE APPROVAL

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On April 2, 2014 the Board approved a Facilities Master Plan (FMP) and as stated at that time, periodic updates would be required. The Board is asked to adopt the ten-year 2020-2030 updated FMP which represents 18 months of work by trustees, administrators, faculty, staff, students, and community members with assistance from the Gensler Group.

This plan accounts for recent updates to the District Strategic Plans as well as State policy changes. The goal of this plan is to provide focus for both Facilities and the Bond program over the next ten years. The updated Plan can be found on <http://www.solano.edu/measureq/planning.php> once approved by the Board.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide new furniture that supports classrooms and related College facilities

Ed. Code: Board Policy: Estimated Fiscal Impact: \$0 Funds

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 20, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**
SUBJECT: **SABBATICAL LEAVE ACADEMIC YEAR 2021-2022**

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 2021-2022 academic year:

Professor Rachel Smith (Fall 2021)
Professor Jeff Cardinal (Fall 2021)
Professor Tonmar Johnson (Fall 2021 or Spring 2022)

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: 87767</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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 18, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
 TOURO UNIVERSITY CALIFORNIA COLLEGE OF
 PHARMACY PROGRAM AND SOLANO COMMUNITY
 COLLEGE**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

An MOU between Touro University California through its College of Pharmacy Program and Solano Community College is being presented for review and approval by the Governing Board. This agreement identifies SCC as a feeder of students who matriculate into Touro University and grants SCC students eligibility for interview for the Doctor of Pharmacy Degree Program at Touro University California. The agreement develops a pathway for SCC students to transfer and meet their educational and career goals in the field of pharmacology.

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: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

David Williams
 Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7000

TELEPHONE NUMBER

David Williams
 Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

November 18, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 3rd day of December, 2020, by and between Touro University California, through its College of Pharmacy Program (“Touro COP”), and Solano Community College School of Mathematics and Science (“Solano Community College”).

RECITALS

- A. Touro COP is a pharmacy school offering graduate studies toward a Doctor of Pharmacy (PharmD) degree.
- B. Solano Community College is an institution of higher education offering bachelor’s and associates degrees that is a recognized feeder of students who matriculate into Touro University California.
- C. By this MOU, students enrolled in Solano Community College shall be eligible to interview for the PharmD program at Touro COP on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

SECTION 1: Touro COP and Solano Community College agree:

- 1.1 Touro COP shall offer interviews for the PharmD program for Solano Community College students, each academic year, who meet all of the following criteria:
 - a.) are enrolled in good standing in the Solano Community College School of Mathematics and Science. The Solano Community College School of Mathematics and Science will determine the criteria for students to be deemed in “good standing”;
 - b.) can meet all admission requirements for the PharmD program at Touro COP (Exhibit A) before enrolling, if admitted.
 - c.) complete all application requirements and apply through PharmCAS for the PharmD program at Touro COP.
 - d.) Solano Community College students must:
 - 1.) be U.S. Citizens or permanent residents of the United States.
 - 2.) comply with all other requirements set forth in this MOU.

3.) have not been subject to substantial disciplinary proceedings, violated the Solano Community College honor code, or have otherwise demonstrated an unfit character for admission into the PharmD program, the study of pharmacy, or the provision of healthcare services. Touro COP will determine the criteria for substantial disciplinary proceedings in their sole and absolute discretion.

SECTION 2: SOLANO COMMUNITY COLLEGE RESPONSIBILITIES

Solano Community College will:

- 2.1 Pursuant to the terms of this MOU, recommend for interview for the PharmD program only those candidates who can reasonably expect to fulfill all of the qualified student requirements. To facilitate this process, pre-screening events will be coordinated with the Touro COP.
- 2.2 Provide recognition of the Touro COP program in the School of Mathematics and Science advising and marketing materials. Solano Community College will confer with Touro COP as to the manner, means, and method for distributing and posting the advising and marketing materials. All proper permissions must be obtained by Solano Community College before distributing or posting said materials. Touro COP designates the Associate Vice President of University Advancement as the individual to coordinate all advising and marketing activity. Any such permission must be obtained by Solano Community College at least ten (10) business days in advance of any posting or distribution of advising or marketing materials.
- 2.3 Inform each candidate that they must meet the minimum academic, health and technical standards that are required for interview and admission into the Touro COP program as listed on PharmCAS and Touro University California, Office of Admission website; comply with any medical or health-related information, immunizations, technical requirements, background checks, and other standards for admission to Touro COP.

SECTION 3: TOURO UNIVERSITY CALIFORNIA COLLEGE OF PHARMACY RESPONSIBILITIES

The Touro University California College of Pharmacy will:

- 3.1 Assign peer-mentors to guide students who are interested in pharmacy careers. Criteria, roles, and responsibilities of Touro COP for peer-mentors are explained in more detail in Exhibit B.
- 3.2 Interview for admission into the Touro COP program qualified candidates.

- a.) Provide interview guidelines to the administration of the School of Mathematics and Science at Solano Community College to aid in preparation for the candidacy interviews with the Touro COP program.
- 3.3 Designate the Touro COP Recruiter and Outreach Specialist, or their designee, to serve as a liaison between Solano Community College and the Touro COP program, and to serve as the person to coordinate the programs with respect to the interview requirements.
- 3.4 Provide Solano Community College with current copies of the Touro COP's prerequisites, informational materials, catalog, student handbook, application procedure, and any other materials relevant to the Touro COP program for distribution to potential applicants to the Touro COP program as a reference source for advising.
- 3.5 Inform Solano Community College administration periodically and upon request as to the number and status of applicants to the Touro COP program pursuant to this MOU.

SECTION 4: GENERAL PROVISIONS

- 4.1 Neither Touro COP nor Solano Community College shall unlawfully discriminate against any candidate on the basis of race, religion, gender, sexual orientation, ethnicity, color, disability, age, national origin or any other protected class.
- 4.2 Touro COP and Solano Community College acknowledge that interviews do not guarantee admission into the PharmD program.
- 4.3 Touro COP and Solano Community College acknowledge that candidates are not obliged to accept offers of admission.
- 4.4 This MOU and the parties' programs shall be reviewed periodically by Touro COP and Solano Community College to evaluate the programs and policies, discuss any related problems, and make any necessary revisions to this MOU.
- 4.5 Touro COP and Solano Community College shall inform one another of the following changes: changes in the academic curriculum, changes in availability of learning opportunities, and personnel changes that will adversely affect either academic preparation or clinical teaching of students.
- 4.6 Nothing in this MOU or the programs shall be construed as transferring financial responsibility from one party to another. Tuition and fees will be paid to and collected by the institution the candidate is actually attending. Each party shall pay its own costs associated with this MOU.

- 4.7 This MOU shall be effective upon its execution and shall continue for two (2) years and will automatically renew for successive two (2) year periods thereafter, unless this MOU is terminated under Sections 4.8 or 4.9.
- 4.8 Notwithstanding any contrary provision contained in this MOU or any other document, either party may terminate this MOU, without cause, upon thirty (30) days' written notice to the other party, *provided, however*, that students then qualifying via this MOU shall be permitted to interview notwithstanding such termination. Any termination will apply prospectively. In the event of termination, the parties shall cooperate in the winding-down process, including the execution, removal, and delivery of all documents or materials necessary or required in connection therewith, including but not limited to documents or materials relating to internet publications and material signage.
- 4.9 Either party may terminate this MOU for cause, and such termination shall be effective in the event the non-breaching party fails or refuses to cure any claimed breach within ten (10) business days of receipt of written notice. Students then qualified via this MOU shall be permitted to interview notwithstanding such termination. Any termination will apply prospectively. In the event of termination, the parties shall cooperate in the winding-down process, including the execution, removal, and delivery of all documents or materials necessary or required in connection therewith, including but not limited to documents or materials relating to internet publications and material signage.
- 4.10 The laws of the State of California shall govern the validity and the interpretation of this MOU. Any and all disputes arising out of or relating to this Agreement shall be settled through expedited binding arbitration before a single arbitrator (who shall be an attorney knowledgeable about matters relating to this Agreement) and shall be conducted at and by the American Arbitration Association ("AAA") or its successor in accordance with its rules and procedures in the offices of Touro COP. The arbitrator shall be vested with determining all matters surrounding this Agreement. The costs of such arbitration shall be borne equally by the parties with each party bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award shall be final and binding on the parties and may be entered in any court of competent jurisdiction.
- 4.11 The parties agree and covenant that, with respect to any claim or action arising out of this MOU, or the Programs, each party shall be liable only for payment of that portion of any and all liability, expenses, costs, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own employees, officers, or agents.
- 4.12 This MOU constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral. No party to this MOU shall assign its rights or delegate its duties

to any other person or entity. Each Party shall have the right to enter into similar agreements with other parties.

IN WITNESS WHEREOF, the undersigned have executed this MOU under seal as of the day and year first above written. This MOU may be signed in counterpart.

By: _____ (L.S.)

Name: Debbie Sasaki-Hill, PharmD
Title: Interim Dean, Touro University California College of Pharmacy

By: _____ (L.S.)

Name: David Williams, PhD
Title: Vice President of Academic Affairs, Solano Community College

Exhibit A

ADMISSIONS REQUIREMENT FOR TOURO UNIVERSITY CALIFORNIA PHARMD PROGRAM as posted on Touro University California, Office of Admission website on September 11, 2019.

Admissions Requirements

Citizenship Requirement

All applicants, including graduates from foreign institutions, must hold either US Citizenship or Permanent Resident status at the time of application. DACA recipients and candidates with "pending" citizenship or permanent residency cannot be considered.

Minimum Academic Requirements

The Touro University California College of Pharmacy screens for interview eligibility based off of the primary (PharmCAS) application and letters of recommendation. Minimum Science and Cumulative GPA's of 2.75 are required. In cases where either the cumulative or science GPA's fall below 2.75, the Admissions Committee will conduct a secondary review focusing on the most recent 30 units comprised of Chemistry, Biology, and other Physical Sciences coursework.

A Bachelor's degree is not required. Including the course requirements listed below, candidates must complete a minimum of 90 semester units (135 quarter units) of degree applicable coursework.

The PCAT is not required.

Throughout the application process, candidates are evaluated based upon a variety of criteria, including the following:

- Academic Competence
- Personal/Professional Achievements
- Demonstrated Leadership Skills
- Written Communication Skills
- Verbal Communication Skills
- Exposure to/Experience in Pharmacy

Minimum Course Requirements (Updated 8-29-19)

Human Anatomy is no longer required. The Human Physiology requirement has been reduced to 3 semester units or 5 quarter units. A Human Physiology lab is no longer required.

Candidates for admission to the College of Pharmacy are required to complete the following coursework with a grade of "C" or better:

- Chemistry Option 1 (Must satisfy Option 1 or Option 2)
 - General Chemistry - 8 semester units or 12 quarter units, with lab
 - Organic Chemistry - 8 semester units or 12 quarter units, with lab (may substitute 4 semester units of Biochemistry for 4 semester units of Organic Chemistry)

- Chemistry Option 2 (Must satisfy Option 1 or Option 2)
 - General Chemistry - 4 semester units or 6 quarter units, with lab
 - Organic Chemistry - 8 semester units or 12 quarter units, with lab
 - Biochemistry - 4 semester units or 6 quarter units, with lab
- Human Physiology - 3 semester units or 5 quarter units, lab not required
- Microbiology - 4 semester units or 5 quarter units with lab
- Calculus - 3 semester units or 5 quarter units

All required coursework must be completed prior to the start of classes. Candidates missing required coursework at the time of application may be permitted to proceed provisionally in the application process, provided they meet all other requirements. Candidates are informed of this provisional status via email sent with the invitation to interview.

Letters of Recommendation

The College of Pharmacy requires two letters of recommendation, which should be submitted with the PharmCAS application. One letter must be from an academic reference or from a pharmacist. The remaining letter may be from any other source, excluding family members.

If you do not submit both required letters of recommendation with your PharmCAS application or you wish to submit additional letters of recommendation, letters may be submitted via one of the methods provided below. Please note, however, that submitting letters outside of the PharmCAS application will delay your ability to interview for our program. Please make certain that your letter writer includes your full name and your PharmCAS ID.

- Letters may be emailed directly from the letter writer to Ms. Jacqueline Harte at Jacqueline.harte@tu.edu. This is the preferred method of submitting letters of recommendation after initial submission of your PharmCAS application.
- Letters may be mailed, via US Mail, to Touro University California, Attn: Pharmacy Admissions, 1310 Club Drive, Vallejo, CA 94592. Letters must be mailed directly from the letter writer.
- Letters may be submitted via PharmCAS after your application has been verified, but you must provide us with the name of your letter writer and the date when the letter was submitted. If you do not provide this information, we will not be able to download your letter.

Be sure to submit all application materials prior to their respective [deadlines](#)! Letters of recommendation are used for admissions purposes only and do not become part of the official academic record.

Additional Requirement for Graduate of Foreign Institutions

The Touro University - California College of Pharmacy considers applications from graduates of foreign institutions. The College does not, however, evaluate foreign transcripts. Transcripts and coursework from foreign institutions must be evaluated by World Education Services (WES). Evaluations must be sent directly to PharmCAS and must indicate that the foreign degree should be considered equivalent to a Bachelor's degree from a regionally accredited US institution.

Exhibit B

PEER MENTORS FOR TOURO UNIVERSITY CALIFORNIA PHARMD PROGRAM

To facilitate student success, peer mentors will be assigned to students in the Solano Community College School of Mathematics and Science who are interested in applying to pharmacy school at Touro University California. The peer-mentorship program will be coordinated by the Recruiter/Outreach Specialist from Touro University California College of Pharmacy in collaboration with Dean of Mathematics & Science at Solano Community College.

Students in the School of Mathematics and Science will be made aware of the opportunity through the Solano Community College website, recruitment materials, and presentations by representatives from the Touro University California College of Pharmacy. Interested students will self-identify to the Dean of Mathematics & Science of Solano Community College who will work with the Recruiter/Outreach Specialist to assign peer mentors.

Peer mentors will have undergone a training program at Touro University California before being assigned. Efforts will be made to partner peer mentors and students with similar life experiences and backgrounds. Peer mentors will provide individualized guidance to help their mentees navigate the pharmacy school application process and other logistics to help promote student success. The preferred manner and frequency with which the mentors and mentees communicate will be determined by them and according to need.

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

TO: **Members of the Governing Board**

SUBJECT: **EDUCATIONAL TRAINING AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
MERCEDES-BENZ USA, LLC**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

An educational agreement between Solano Community College and Mercedes-Benz is presented for review and approval by the Governing Board. Approval of this agreement provides Mercedes-Benz technical training to automotive students that incorporates current technology and assists in developing qualified entry-level technicians for Mercedes-Benz dealer franchises.

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>\$0</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lisa M. Neeley
Dean, Applied Technology & Business

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7257

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 18, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 2, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

EDUCATIONAL TRAINING AGREEMENT

Program: MB Star Connect
 MB Campus

Solano Community College, an educational institution located at 4000 Suisun Valley Road, Fairfield, CA 94534 (“Institution”), and Mercedes-Benz USA, LLC, a Delaware limited liability company having its principal place of business at One Mercedes-Benz Drive, Sandy Springs, GA 30328 (“MBUSA”) hereby enter into this Educational Training Agreement (this “Agreement”), to be effective as of October 22, 2020 (the “Effective Date”).

Recitals

- A. Institution regularly engages in, among other things, providing education services regarding the service and repair of automobiles.
- B. MBUSA desires to support Institution in providing more accessible Mercedes-Benz specific technical training within the program selected above (“Program”) to assist in developing qualified entry-level technicians for Mercedes-Benz dealer franchises.
- C. Institution desires to participate in the Program in order to provide, for its automotive students, a high quality educational experience that incorporates current technology.

Therefore, Institution and MBUSA agree as follows:

Terms and Conditions

The following terms and conditions apply to both the **MB Star Connect** Program and the **MB Campus** Program:

1. **Term and Termination.** This Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with the provisions of this Agreement. This Agreement may only be renewed or revised through a written Amendment signed by both parties. In addition to any other termination rights specified herein, this Agreement can be terminated by either party hereto for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination (an “Early Termination”). In the event of an Early Termination during an academic term, Institution shall be allowed to complete the current academic term of classes and training under the Program in accordance with the terms of this Agreement. Termination pursuant to any other provision of this Agreement shall not constitute an “Early Termination” as referenced herein.
2. **Program Focus:** The Program is designed for students’ concentrated training in maintenance and repair of Mercedes-Benz automobiles, and consists of technical training for automotive service professionals.
3. **Accreditation:** Institution’s automotive education program shall be accredited by ASE Education Foundation, formerly the National Automotive Technicians Education Foundation (NATEF), at the Master Automotive Service Technician (“MAST”) level. Institution shall ensure that its ASE accreditation is current, and additional certification or accreditation requirements shall be the responsibility of Institution.
4. **Program Curriculum:** Institution shall provide a standard ASE curriculum as a minimum standard with an emphasis on basic concepts. Institution may also include in the curriculum

its own developed learning modules, as well as MBUSA learning modules (any such curriculum including MBUSA learning modules being a “Program Curriculum”).

5. **Marketing of Program:** Institution may use MBUSA’s name, logos, trademarks, and promotional materials solely in conjunction with the Program, provided that Institution submits all items using said name, logos, trademarks, or other materials to MBUSA for written approval prior to use. MBUSA may use Institution’s name, logos, trademarks, and promotional materials solely in conjunction with the Program, provided that MBUSA submits all items using said name, logos, trademarks, or other materials to Institution for approval prior to use. All press releases by Institution relevant to the Program must be reviewed and approved by MBUSA prior to releasing to the media.

Institution shall also include information, which the parties shall mutually agree upon in advance, about the Program in Institution’s school literature and on its website. Institution shall similarly provide an active web link from its website to a mutually agreed upon MBUSA website.

6. **Program Outreach:** Institution shall take all reasonable steps to enroll a maximum number of students allowed by its student/instructor ratio for each new Program class which will begin at least once per year.

MBUSA does not provide or guarantee internships for students in connection with the Program, but will endeavor to connect Institution with authorized Mercedes-Benz dealers and encourage such authorized Mercedes-Benz dealers to develop an internship plan with Institution for students of the Program. Institution shall maintain a positive working relationship with all authorized Mercedes-Benz dealers throughout its recruiting range during the term of this Agreement. Institution shall also use best efforts to facilitate the internship placement into applicable automotive positions at an authorized Mercedes-Benz dealership for as many Program students as such Mercedes-Benz dealership can accept.

7. **Facilities:** Institution shall provide sufficient classroom, shop area, facilities, and academic space for Program training.
8. **Student Qualifications:** All students in the Program shall meet minimum enrollment, academic and overall performance requirements of Institution.
9. **Student Data:** Institution shall maintain all academic, performance, and attendance records of students in the Program, and may share such records with MBUSA in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Notwithstanding the foregoing, Institution shall ensure that no Personally Identifiable Information (“PII”), as defined by applicable law, shall be shared by Institution with MBUSA pursuant to this Agreement and all interactions between the parties contemplated thereby.
10. **Program Data:** MBUSA shall provide an electronic method in which to share Program data with Institution. Such Program data may include training and testing materials, training and diagnostic aids, student tracking documentation, and operational guides and standards.
11. **Liability:** MBUSA shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. Institution shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions.
12. **Insurance:** Without limiting any liabilities or any other obligations, Institution shall procure and maintain, until all of its obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with the Program or this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000

Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for:

Combined Single Limit	\$1,000,000
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer's liability insurance with a minimum limit of \$1,000,000 for each accident.

Institution will add MBUSA as an additional insured on the Commercial General Liability and Automobile Liability policies stated herein. Institution agrees and understands that this insurance will be primary and not contributory over any other insurance that MBUSA maintains as respects to claims which fall under the responsibility of Institution pursuant to the terms and conditions of this Agreement. When not contrary to the laws or public policy requirements applicable to Institution, Institution agrees to waive subrogation of claims under all policies noted above, including Workers' Compensation insurance.

Failure on the part of Institution to meet these requirements shall constitute a material breach upon which MBUSA may immediately terminate this Agreement. MBUSA reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

- 13. Training Items:** MBUSA shall provide to Institution, or shall cause to be provided to Institution, all of the materials listed as Training Materials on Exhibit A, if any (the "Training Materials") and all of the assets listed as Training Assets on Exhibit A, if any (the "Training Assets"; and together with the Training Materials, collectively the "Training Items"). If any Training Assets are specified on Exhibit A, the Additional Donation Terms and Conditions attached hereto as Exhibit B, which are incorporated herein by reference as if they were contained in the body of this Agreement, shall apply to such Training Assets.

The Training Materials shall include reference material and instruction (online or otherwise) selected by MBUSA in its sole discretion when available and applicable to Institution's instructional and training needs under the Program. MBUSA's provision of such Training Materials shall include access to, and a revocable non-exclusive license to use, such Training Materials, each solely for purposes of the Program. However, ownership of the Training Materials shall at all times remain with MBUSA, and Institution agrees that it will only use the Training Materials as permitted hereunder for purposes of the Program. Upon termination of this Agreement, all Training Materials shall be returned to MBUSA, except to the extent such Training Materials are of a consumable nature and have been consumed in connection with the Program. If MBUSA provides or causes to be provided to Institution access to Training Materials via the use of a registration code, login ID, password, or similar means (each "Login Information"), such Login Information shall only be used for purposes of the Program, and shall only be given by Institution to students of the Program enrolled at Institution.

The Training Assets shall be donated by MBUSA to Institution, and ownership of the Training Assets shall transfer from MBUSA to Institution. MBUSA shall have a reasonable amount of time after the Effective Date to effect the transition of ownership of any Training Assets from MBUSA to Institution, and Institution agrees to cooperate with MBUSA to complete and file all documentation reasonably necessary to effect such transition of ownership. Notwithstanding the foregoing, all responsibilities and requirements of Institution contained in this Agreement shall become effective as of the Effective Date, even if such transition of ownership of any Training Assets has not yet been completed on the Effective Date.

Institution shall provide, at its cost, tools and equipment (collectively, "Shop Items") for use in the Program.

Institution agrees and acknowledges that all Training Items and Shop Items will remain in its possession at all times during the term of this Agreement.

Institution similarly agrees to ensure that all operators and occupants of the above-mentioned Mercedes-Benz donated vehicles will, at all times, operate the donated vehicles in accordance with all applicable federal, state, provincial and municipal laws, regulations and ordinances and will properly utilize all donated vehicle/occupant restraint systems.

Institution shall not, under any circumstances, reverse engineer or permit the reverse engineering of the Training Items or any of their underlying systems or sub-systems, while they are in Institution's possession during the term of this Agreement. Institution shall not use, disseminate, disclose, compile, store, reproduce, sell and/or publish any technical, proprietary and/or confidential information or trade secrets regarding the Training Items, their technical and mechanical properties and functions, as well as how they are manufactured and/or engineered to any third party.

It is expressly understood that MBUSA makes no representations as to the operational characteristics, condition, quality, functionality, utility and/or safety of the Training Items. The parties understand and acknowledge that the Training Items are being provided and/or loaned to Institution under this Agreement on an "As Is" basis. MBUSA similarly assumes no responsibility for Institution's losses or damages related to any interruption, discontinuance of its business by reason of any failure of the subject Training Items and Shop Items, their certified parts and/or components. Institution acknowledges that any vehicles and parts included in Training Items may be used, repurchased, damaged, or faulty. Institution acknowledges any vehicles included in the Training Items may be repurchased and may not contain a "clean" title or warranty. Institution is solely responsible for all costs after receiving any Training Assets, including repair costs and costs to register any vehicles. Institution also acknowledges and agrees that if any vehicles are included in the Training Items, such vehicles cannot be placed into any stream of commerce after receipt.

TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, MBUSA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE TRAINING ITEMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. The Training Materials were not designed to comply with Section 508 of the Rehabilitation Act, and MBUSA is not able to provide any accompanying accessibility documentation. As between the parties, the Institution shall be solely responsible for its compliance with Section 508, and the Institution shall not use the Training Materials if their use would violate any applicable laws or regulations.

Institution shall be responsible for the care and maintenance of all Training Items and Shop Items. To the extent permitted by law, Institution shall be responsible for replacing any

missing or broken Training Items and Shop Items.

Institution may request parts for Training Items. MBUSA shall evaluate such requests on a case-by-case basis, and is not obligated to fulfill such requests. Institution shall properly recycle or dispose of parts at Institution's expense in compliance with all laws, statutes, ordinances, rules, and regulations, and in connection therewith shall return such parts to MBUSA if so directed by MBUSA in MBUSA's sole discretion.

Institution acknowledges and understands that MBUSA will be immediately and irreparably harmed if Institution shall use any Training Items for other than instructional purposes, sells any Training Items, reverse engineers any Training Items or any of their components, systems or subsystems, or otherwise violates the provisions of this Section entitled "Training Items". Institution further understands and acknowledges that such actions by it shall constitute a material breach of this Agreement, upon which MBUSA may immediately terminate this Agreement without penalty, and shall cause MBUSA to suffer damages for which it cannot be compensated monetarily and for which there is no adequate remedy at law. Accordingly, Institution agrees that, in addition to any available monetary relief, MBUSA will be entitled, without the posting of a bond or the necessity of proving actual damages, to injunctive relief against Institution upon making an adequate showing of a breach or threatened breach by Institution of this Agreement.

14. **Program Visits:** MBUSA and its invitees may conduct on-site visitations to observe Institution's facilities and instructors conducting classes. At least two (2) business days before the visitation, MBUSA shall advise Institution of the visitation date, and the area(s) MBUSA wishes to observe. MBUSA agrees that Institution may also conduct its own assessment of individual students' academic progress and the Program. Audits may include inspection of (but are not limited to):
 - Insurance documentation
 - Certification documentation
 - Training Items
 - Facility standards
 - Student data in accordance with FERPA
 - Curriculum standards and implementation
15. **Confidentiality and Protection of Intellectual Property:** Both MBUSA and Institution acknowledge that each party may make available from time to time certain information that is confidential and/or proprietary to the other party or otherwise required by law to be kept in confidence, which may include but is not limited to technical information, personnel information, scripts, integration/interface processes with other systems, strategies, software, remote application access and other licensed computer information, and the work product of a party's employees and agents. Each party acknowledges that such information may be a valuable, special, and unique asset, and each party acknowledges the legal necessity to maintain such confidences. Therefore, each party expressly covenants and agrees to use such confidential information for purposes of the Program and otherwise not to disclose all or any part of the confidential information of the other party to any person, firm, corporation, association, partnership, or other entity without the other party's written permission, except as necessary for purposes of the Program. Further, each party agrees that it shall hold all of the other party's confidential information at all times in trust and strictest confidence from and after the date of its creation or disclosure, except as necessary for purposes of the Program. Each party shall use commercially reasonable efforts to prevent the impermissible release of the other party's confidential information, and shall not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this

Agreement. Each party shall cause its subcontractors and other third parties working under this Agreement who may have a need to access the other party's confidential or proprietary information, to abide by the non-disclosure provisions of this Agreement. The Training Materials, the contents thereof, and Login Information shall be considered confidential information to which the provisions of this Section apply.

Any violation of this section constitutes a material breach of this Agreement, and as such each party reserves the right to terminate this Agreement immediately without penalty and pursue any remedies allowed by law.

16. **Force Majeure:** Either party shall have the right to terminate this Agreement, upon five (5) days prior written notice, without any further obligation or liability to the other party, if a force majeure event, which includes war, riots, civil unrest, extreme weather, acts of God, strike, etc., or any other reasonably unforeseeable or unavoidable occurrence, takes place which renders it impossible, extremely burdensome or impracticable for any party to perform its respective contractual obligations.
17. **Compliance:** In connection with the activities of the parties related to this Agreement, the parties are obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by and/or affiliated with each party. In the event of violation of the above, the non-offending party has the right to immediately withdraw from or terminate all legal transactions existing with the other party and the right to cancel all negotiations.
18. **Independent Contractor:** It is understood and agreed that Institution and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of MBUSA. Institution agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of themselves as the agent or legal representative of MBUSA for any purpose whatsoever.

Institution shall, with respect to all of its employees or those who are construed by local, State or Federal authorities to be its employees irrespective of title who are assigned to provide work hereunder, comply with all requirements of State and Federal law with respect to Federal Withholding Tax, Social Security, State Withholding Tax, Unemployment Tax, Unemployment Compensation Tax, State Disability Laws, Workers Compensation and any other applicable laws affecting or regulating the employer/employee relationship (hereinafter "Employment Related Benefits"). Institution further agrees that it will take all steps necessary to ensure that any of its agents or contractors used to provide services hereunder shall be independent contractors of Institution who shall have no claims for employment related benefits against either Institution or MBUSA.
19. **Joint Venture:** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between MBUSA and Institution. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
20. **Governing Law and Dispute Resolution:** The parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Georgia, and County of Fulton without regard to otherwise applicable choice of law provisions.

In the event of a dispute, authorized representatives of each party shall meet within fourteen (14) days of the request by either party to negotiate a resolution. If a resolution is not agreed to within seven (7) days thereafter, the parties agree that the dispute may be resolved by

judge in a Fulton County court.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Fulton County, Georgia courts to prevent an imminent, irreparable harm. If performance under this Agreement takes place in some other jurisdiction, then the parties may also seek injunctive relief in that jurisdiction.

21. **Entire Agreement/Modifications:** This Agreement shall have no force or effect until signed by both MBUSA and Institution and shall upon full execution constitute the entire understanding between MBUSA and Institution with respect to the subject matter of this Agreement and shall supersede all prior agreements. Any modification to this Agreement must be in writing and signed by a duly authorized representative of each party.
22. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.
23. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
24. **Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon anyone other than MBUSA and Institution (or their respective successor and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no third party shall be considered third party beneficiaries of this Agreement.

The following additional terms and conditions apply to the **MB Campus Program**:

25. **Instructor Training:** Institution shall assign qualified technical instructors to the Program, and shall offer them release time to participate in appropriate MBUSA technical training necessary to maintain MBUSA certification. MBUSA shall provide specific and relevant training for at least two (2) Institution instructors at a facility designated by MBUSA. Technical instructor training will consist of participation and/or observation of the modules offered in the Mercedes-Benz training program. MBUSA shall offer the training free of charge; all other costs associated with this training, such as travel, lodging, and meals, shall be the responsibility of Institution.
26. **Program Curriculum:** Each Program Curriculum shall be reviewed and approved by both Institution and MBUSA, and may only be amended through written approval of both parties.

[signature page follows]

Wherefore, the undersigned, being duly authorized agents of their respective institutions, now bind the parties to this Educational Training Agreement.

Mercedes-Benz USA, LLC

Name:
Title:

Date

Solano Community College

Name: Dr. Celia Esposito-Noy
Title: Superintendent/President

Date

Exhibit A
to Educational Training Agreement
Training Items

Training Materials

- Online e-learning course(s) available through mbstar.logicbay.com
- Xentry Kit3 Scope SN-??????| **Estimated Value - \$14,200**
 - o **Note:** This equipment is on a 3-year lease. At the conclusion/termination of this partnership, this equipment must be returned to MBUSA.

Training Assets

- [Model], [Mode Year], [VIN]| **Estimated Value - \$30,000**
- Wiring Repair Consumables | **Estimated Value - \$5,700**

Exhibit B
to Educational Training Agreement
Additional Donation Terms and Conditions

1. Training Assets will be donated to Institution at no cost to Institution pursuant to the terms of the Agreement. MBUSA shall be responsible for packaging and transporting the Training Assets to Institution's business address at a mutually agreed upon time.
2. Institution, for and in consideration of the donation of the Training Assets, the adequacy and satisfactory nature of which it hereby acknowledges, herewith releases any and all claims and causes of action in law or in equity, or arising under any local, State and/or Federal laws, which Institution and/or its parent, affiliates, subsidiaries, officers, directors and/or their respective employees may currently have or have in the future against MBUSA, its parent, affiliates, subsidiaries, officers, directors, employees, agents and representatives, with respect to the subject equipment and materials.
3. Institution agrees and acknowledges that it shall comply with any and all Federal, State and/or local laws with regard to its possession and/or use of the Training Assets at all times following the completion of the donation, and that the Training Assets will only be used for purposes of the Program.
4. Institution agrees and acknowledges that it is solely responsible for disposing of the Training Assets in accordance with all applicable Federal, State and/or Local laws. Institution further agrees and acknowledges that it shall bear the entire cost associated with properly disposing of the Training Assets.
5. Institution acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," "Maybach," and "Smart" and the Three-Pointed Star Within a Circle, the Maybach logo, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the parent company of Mercedes-Benz through Daimler AG's subsidiary. Institution recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of MBUSA.
6. Institution agrees and acknowledges that it accepts the donation of the Training Assets from MBUSA in their current "as is" condition.
7. **MBUSA makes no promises, guarantees and/or warranties, express or implied, as to the condition, quality, utility, functionality and/or safety of the Training Assets and, to the fullest extent allowed under the law, expressly disclaims warranties of merchantability and fitness for a particular purpose.**