

LOS RIOS COMMUNITY COLLEGE DISTRICT

BOARD MEETING AGENDA

Wednesday, December 14, 2022

5:30pm

Meeting Location:

Los Rios Community College District
Board Room
1919 Spanos Court
Sacramento, CA 95825

Masks are strongly recommended for all students, employees, and visitors in any indoor space at Los Rios Community College District, regardless of vaccination status.

1. CALL TO ORDER

Board President

2. ORAL COMMUNICATIONS

The public may comment on any items within the Board's jurisdiction, even if the items are not on the agenda only during this portion of the meeting. However, the law prohibits action by the Board on non-agenda items. Speakers are limited to up to three minutes. If you wish to speak to a particular item on the current board agenda, your comments will be taken up at the time the Board takes up that item.

Members of the public have two options to offer public comment:

1. Email your full name and the matter you wish to speak about to board@losrios.edu by 3:00pm on the day of the meeting, and you will be called on by the Board President during this portion of the meeting.
2. Submit a yellow "Speaker's Card" to the Clerk of the Board before the meeting is called to order.

3. SPECIAL ORDER OF BUSINESS: ANNUAL ORGANIZATIONAL MEETING

A. Election Results and Seating of Elected Officials (page 3)	Brian King
B. Election of Officers (page 4)	Brian King
C. 2023 Dates of Regular Meetings (page 5)	Brian King
D. Authorization to Attend Meetings (page 8)	Brian King
E. Reaffirm District Policies (page 9)	Brian King
F. Representation to Education Associations (page 10)	Brian King
G. Board Compensation (page 11)	Brian King

4. CONSENT CONSIDERATIONS

A member of the Board may request that an item be removed for further discussion and separate action.

A. Board Meeting Minutes: November 9, 2022 (page 12)	Brian King
B. Rescission of Resolution 2020-02 Declaring Emergency Conditions and Taking Additional Action in Response to the Threat of COVID-19 (page 23)	Jake Knapp
C. Excusing Standby Board Officers Appointed as Part of the District's Response to the Threat of COVID-19 (page 24)	Jake Knapp
D. Curriculum Proposals: ARC/CRC/FLC/SCC (page 26)	Jamey Nye
E. Special Event Authorization (page 37)	Jake Knapp
F. Ratify: Affiliation and Other Agreements (page 38)	Mario Rodriguez
G. Ratify: Bid Transactions (page 40)	Mario Rodriguez
H. Ratify: Grants and Contracts Awarded (page 41)	Brian King
I. Purchase Orders, Warrants, Checks and Electronic Transfers (page 43)	Mario Rodriguez
J. Disposition of Surplus Equipment (page 45)	Mario Rodriguez
K. Student, Special Rate, Temporary Interpreter & Temporary Classified Salary Schedules (page 46)	Mario Rodriguez
L. Short-Term Temporary Employees (page 55)	Mario Rodriguez

M. Human Resources Transactions (<i>page 57</i>)	Mario Rodriguez		
5. FIRST READING			
A. Proposed Policy Revisions: P-3221 Compensation and Reimbursement (<i>page 72</i>)	Jake Knapp		
6. ACTION			
A. Folsom Lake College President Employment Agreement (<i>page 76</i>)	Mario Rodriguez		
B. 2021-22 Annual Audit Reports (<i>page 77</i>)	Mario Rodriguez		
C. 2022-23 Program Development Funds (<i>page 78</i>)	Mario Rodriguez		
D. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Folsom Cordova Unified School District (<i>page 85</i>)	Jamey Nye		
E. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Capital College & Career Academy (<i>page 103</i>)	Jamey Nye		
F. Resolution 2022-16: Declaring the Property at 4750 Myrtle Avenue as Surplus and Authorizing Offers to Public Entities (<i>page 119</i>)	Mario Rodriguez		
7. BOARD MEMBER REPORTS6			
8. FUTURE AGENDA ITEMS			
9. REPORTS and COMMENTS			
<ul style="list-style-type: none"> ▪ Student Association ▪ Classified Senate ▪ Academic Senate ▪ Other Recognized Constituencies ▪ Chancellor's Report 			
10. CLOSED SESSION			
<p><i>Closed session may be held as authorized by law for matters including, but not limited to collective bargaining (Rodda Act), Education Code provisions, pending litigation, etc. Closed Session is not open to the public.</i></p>			
A. Pursuant to Government Code section 54957: Public Employee Performance Evaluation: Chancellor			
11. OPEN SESSION: REPORT OF ANY ACTION TAKEN IN CLOSED SESSION, IF NECESSARY			
12. ADJOURNMENT			
LOS RIOS BOARD OF TRUSTEES			
Tami Nelson President • Area 7	John Knight Vice President • Area 3	Dustin Johnson • Area 1 Robert Jones • Area 2 Kelly Wilkerson • Area 4	Pamela Haynes • Area 5 Deborah Ortiz • Area 6 Trajan Robinson • Student Trustee
<p>Regular Board Meetings are generally held every second Wednesday of the month at 5:30 pm • Note: Meeting times and locations are subject to change. For current information, call the District Office at (916) 568-3039.</p> <p>Next Regular Board Meeting: January 11, 2022</p>			
<p>Public records provided to the Board for the items listed on the open session portion of this agenda will be posted on the District's website: www.losrios.edu as soon as they are available.</p>			
Help Us Help You			
<p>Los Rios Community College District strives to make reasonable accommodations in all of its programs, services and activities for all qualified individuals with disabilities. Notification (568-3039) 48 hours in advance will enable the District to make arrangements to ensure meeting accessibility. The District will swiftly resolve those requests consistent with the ADA and resolving any doubt in favor of accessibility.</p>			
Los Rios Community College District Indigenous Land Acknowledgment Statement			
<p>In the spirit of community and social justice, we acknowledge the land on which our four colleges reside as the traditional homelands of the Nisenan, Maidu, and Miwok tribal nations. These sovereign people have been the caretakers of the health of the rivers, the wildlife, the plant life, and the overall eco-social balance in the greater Sacramento region since time immemorial.</p>			
<p>Despite centuries of genocide and occupation, the Nisenan, Maidu, and Miwok continue as vibrant and resilient tribes and bands, both Federally recognized and unrecognized. Tribal citizens of these nations continue to be an active and important part of our Los Rios college community. We take this opportunity to acknowledge the land and our responsibility to the original peoples, the present-day Nisenan, Maidu, and Miwok tribal nations.</p>			

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Election Results and Seating of Elected Officials	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Special Order of Business Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	Brian King	CONSENT/ROUTINE
			FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	ACTION X
			INFORMATION

BACKGROUND:

Election Code § 15400 requires that the Board declare the results of the November 8, 2022 election. The Oaths of Office will be administered to the recently elected Board members, prior to them taking office, at the December 14, 2022 organizational meeting.

STATUS:

The Registrar of Voters for the Counties of Sacramento and Placer, and the State of California have certified the election results as follows:

TRUSTEE AREA	CANDIDATE SELECTED	VOTES CAST BY COUNTY	
		Sacramento	Placer
1	Dustin Johnson	28,218	74
2	Robert Jones	37,328	n/a
6	Deborah Ortiz	*	n/a

**There were insufficient nominees to require an election in this trustee area, and the candidate's name did not appear on the ballot (Candidate was unopposed).*

RECOMMENDATION:

It is recommended that the Board of Trustees declare the results of the November 8, 2022 election as certified by the Sacramento and Placer County Registrar of Voters.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Election of Officers	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Special Order of Business Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	Brian King	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING
			ACTION
			INFORMATION

STATUS:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

RECOMMENDATION:

It is recommended that the Board of Trustees consider and take action to elect the following officers:

1. Board President
2. Board Vice-President
3. Secretary to the Board (normally the Chancellor is appointed).

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	2023 Dates of Regular Board Meetings	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Special Order of Business Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor <i>Brian King</i>	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	X
		INFORMATION	

BACKGROUND:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

STATUS:

The proposed calendar was presented to the Board for First Reading at its November meeting and is now ready for Board approval.

RECOMMENDATION:

It is recommended that the Board of Trustees schedule the regular meetings for the second Wednesday of the month (unless otherwise noted) at 5:30 pm, and the spring and fall retreats as noted, and approve the attached 2023 board meeting calendar.



LOS RIOS
COMMUNITY
COLLEGE DISTRICT



2023 Board Meeting Calendar

Regular board meetings are generally the second Wednesday of the month
(unless otherwise noted) at 5:30 pm

The 2023 calendar will be subject to change based on the developing pandemic situation and local health guidelines.

JANUARY				JULY			
	11				12		
FEBRUARY				AUGUST			
	8		24-25*		9		
MARCH				SEPTEMBER			
	8				13		
APRIL				OCTOBER			
	12			6-7*		18	
MAY				NOVEMBER			
	10				8		
JUNE				DECEMBER			
	14				13		

*Board Retreat

Convocation Dates: January 13 and August 18

Commencement: May 18

Meeting Location(s):

District Office Board Room - 1919 Spanos Court, Sacramento, CA 95825

DRAFT presented to the Board of Trustees: December 14, 2022

2023 Board Calendar Scheduling Notes:

- ACCT National Legislative Summit is scheduled for February 5-8, 2023. Could potentially affect regular board meeting date.
- A²MEND Summit is scheduled for March 2-3, 2023. Affects usual spring retreat dates of March 3-4 (first weekend of March).
- CCLC CEO Symposium date is scheduled for March 9-12, 2023. Should not affect board meeting date.
- LRCCD Spring Recess the week of March 13 – 19, 2022. Affects regular board meeting date (needs to be the second week; immediately following spring retreat).
- CCLC Trustee Conference is scheduled for May 5 – 7. Does not affect regular board meeting date.
- Fall ACCT Leadership Congress is scheduled for October 9-12, 2023. Does not affect regular board meeting or retreat dates.
- December meeting may be held the second Wednesday in compliance with AB 2449, effective January 2019, which changes the date of the annual organizational meeting to ***on or after the second Friday in December.***

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Authorization to Attend Meetings	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Special Order of Business Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	Brian King	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING
		ACTION	X
		INFORMATION	

BACKGROUND:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

RECOMMENDATION:

It is recommended that the Board of Trustees reaffirm Board Policy P-3211 authorizing Board members to conduct District business and to attend meetings and conferences as representatives of the District when performing services on behalf of the Board.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Reaffirm District Policies	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Special Order of Business Item E	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	CONSENT/ROUTINE	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	FIRST READING	
		ACTION	X
		INFORMATION	

BACKGROUND:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

RECOMMENDATION

It is recommended that the Board of Trustees reaffirm all current District policies (1000-9000) as adopted by the Board of Trustees.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Representation to Education Associations	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Special Order of Business Item F	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Brian King, Chancellor	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	FIRST READING
		ACTION
		INFORMATION

BACKGROUND:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

STATUS:

Current Board representatives to education associations are listed.

ACTIVITY/ASSOCIATION	REPRESENTATIVES
American Association of Community Colleges (AACC)	Tami Nelson, Deborah Ortiz
Association of Community College Trustees (ACCT)	John Knight
California Community College Trustees (CCCT)	Pamela Haynes
Los Rios Foundation	Pamela Haynes
Yolo County School Boards Association (YCSBA)	Kelly Wilkerson

RECOMMENDATION:

The Board President may wish to appoint or have the Board elect representatives to various offices, associations or committees listed below.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Board Compensation	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Special Order of Business Item G	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Brian King, Chancellor <i>Brian King</i>	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	FIRST READING
		ACTION
		INFORMATION

BACKGROUND:

In compliance with Education Code § 72000 and Los Rios Board Policy P-3211, proceedings have been developed to accommodate the annual organization of the Board of Trustees.

STATUS:

The Board of Trustees commits a significant amount of time setting District policy, providing oversight for District resources, and supporting the District's students and employees. Los Rios is a statewide leader with a well-deserved reputation for economic prudence and stability.

While District employee groups routinely receive annual increases in compensation, board compensation has remained the same for more than fourteen years. Education Code Section 72024 provides parameters for the compensation of members of boards of trustees in the State of California, and Board Policy P-3221 governs board compensation and reimbursement at Los Rios. Education Code Section 72024(e) authorizes a board of trustees to increase the compensation of its members annually in an amount not to exceed 5 percent based on the present monthly rate of compensation.

RECOMMENDATION:

Consistent with California state law and Los Rios Policy 3221, it is recommended that Board compensation be increased by 5% for Fiscal Year 2022-23, beginning July 1, 2022.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Board Meeting Minutes: November 9, 2022	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	Brian King	CONSENT/ROUTINE <input checked="" type="checkbox"/> X
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING
			ACTION
			INFORMATION

STATUS:

The minutes of the Board of Trustees meeting held on November 9, 2022 are attached for the Board's review and consideration.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the minutes of the meeting held on November 9, 2022.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Board Meeting Minutes
Wednesday, November 9, 2022

1. CALL TO ORDER

The board meeting was called to order by President Nelson at 5:30 p.m., in the Board Room at Los Rios Community College District, 1919 Spanos Court, Sacramento, California.

Present:

Ms. Tami Nelson, President
Mr. John Knight, Vice President
Mr. Dustin Johnson
Mr. Robert Jones
Ms. Deborah Ortiz
Ms. Kelly Wilkerson
Ms. Pamela Haynes

Trajan Robinson, Student Trustee

Dr. Brian King, Chancellor

2. ORAL COMMUNICATIONS

The following faculty members addressed the Board of Trustees regarding the District's Family Leave policies:

1. Sarah Smith
2. Lori Beccarelli
3. Marianne Harris
4. Lisa Beebe
5. Ricardo Catón

Richard Rutledge addressed the Board of Trustees regarding the USS Sacramento: AOE-1.

3. CONSENT CONSIDERATIONS

A motion was made by Trustee Haynes, seconded by Trustee Knight, that the Board of Trustees approve Consent Consideration items A through M.

Roll Call Vote:

Aye: Haynes, Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson

No: None

Student Advisory Vote: Aye

Motion carried; 7:0

A. Board Meeting Minutes: October 7-8 and 19, 2022

That the Board of Trustees approve the minutes of the board meetings held on October 7-8 and 19, 2022.

B. Scheduling of Board of Trustees Annual Organizational Meeting

That the Board of Trustees schedule the annual organizational meeting for Wednesday, December 14, 2022 at 5:30 p.m.

C. 2023-2024 and 2024-2025 Academic Calendars

That the Board of Trustees approve the academic calendars for 2023-2024 and 2024-2025 as proposed.

D. Curriculum Proposal: American River, Cosumnes River, Folsom Lake, and Sacramento City College

That the Board of Trustees approve the curriculum proposals for American River, Cosumnes River, Folsom Lake, and Sacramento City College.

E. District Quarterly Financial Status Report (311Q)

That the Board of Trustees receive the Foundation Quarterly Investment Report for the quarter ended September 30, 2022.

F. Los Rios Colleges Foundation – Quarterly Investment Report

That the Board of Trustees approve Resolution No. 2022-15, authorizing the Chancellor or designee to execute a training services agreement with the California Department of Corrections and Rehabilitation.

G. Disposition of Stale District Records

That the Board of Trustees approve the destruction of the documents referenced in the November board agenda packet.

H. Ratify: Affiliation and Other Agreements

That the Board of Trustees approve or ratify and/or approve the agreements identified.

ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS/ INTERNSHIP AGREEMENTS

Listed below are Allied Health Agreements for clinical placements and Internships for Los Rios students. Pursuant to the agreements, the District is obligated to cooperate and provide educational services. The agreements do not require payment or receipt of funds.

Agency	Clinical Program	Campus	Contract Date	Term
Valley Children's Healthcare	HIT ²	CRC	08/25/2022	EXP: 09/12/2025
Eduro Healthcare, LLC	PTA/OTA	SCC	10/04/2022	Evergreen
Lodi Unified School District	PTA/OTA	SCC	10/04/2022	Evergreen
It takes a Village	PTA/OTA	SCC	10/04/2022	Evergreen
Natomas Crossing Dental Care	Dental Asst.	SCC	10/11/2022	Evergreen
Norcal Ambulance	EMT ³	FLC	10/12/2022	EXP: 10/12/2025
Capuchino Therapy Group	SLPA ¹	ARC	10/12/2022	Evergreen
Adobe Creek Funeral Home	Funeral Services	ARC	10/13/2022	EXP; 10/13/2027
Tracy Memorial Chapel	Funeral Services	ARC	10/14/2022	EXP: 10/14/2027
Sierra View Mortuary	Funeral Services	ARC	10/19/2022	EXP: 10/19/2027
McCune Garden Chapel	Funeral Services	ARC	10/19/2022	EXP: 10/19/2027
Tahoe-Truckee Mortuary	Funeral Services	ARC	10/20/2022	EXP: 10/20/2027
CP Bannon	Funeral Services	ARC	10/21/2022	EXP: 10/21/2027
Chapel of The Angels	Funeral Services	ARC	10/21/2022	EXP: 10/21/2027
Newton-Bracewell Funeral Home	Funeral Services	ARC	10/24/2022	EXP: 10/24/2027

¹SLPA: Speech Language Pathology Assistant²HIT: Health Information Technology³EMT: Emergency Medical Technician

I. Ratify: Grants and Contracts Awarded

That the Board of Trustees ratify and/or approve the grant and contract awards listed herein, pursuant to Board Policy 8315.

Title, Description, Term, Project Administrator	College/Unit	Amount	Source
<p>Re-Emerging Scholars Program/ Rising Scholars Project</p> <ul style="list-style-type: none"> The grant provides funding to increase the number of justice-involved students participating and succeeding in community college. It will support incarcerated and formerly incarcerated students. 07/01/2022 – 06/30/2025 Administrator: Robert Montanez, Vice President, Instruction and Learning 	CRC	\$462,000	California Community College Chancellors Office
<p>MI CASA: Title V Developing Hispanic Serving Institutions</p> <ul style="list-style-type: none"> Year 3 of this five year grant provides funding to CRC's MI CASA project, which supports Hispanic and low-income students to enroll smoothly in college, stay in college, and graduate and/or transfer in a timely manner. 10/01/2022 – 08/30/2023 <p>Administrator: Claire Oliveros, Vice President, Institutional Equity, Research and Planning</p>	CRC	\$383,028	United States Department of Education
<p>Caminos De La Ciudad: Title V Developing Hispanic Serving Institutions</p> <ul style="list-style-type: none"> The Caminos De La Ciudad project is designed to create a seamless transition from Freshman Seminar to the second semester of college, while providing a continued pathway and support to students as they enroll in a major course and 	SCC	\$599,625	United States Department of Education

complete both English and math in their first year of college. This grant will help the college build capacity for and implement the third and fourth pillars of Guided Pathways: Help students stay on their path. • 10/01/2022 – 09/30/2023 Administrator: Albert Garcia, Interim President			
Los Rios Refugee Career Pathways • Funding will help enable refugees to achieve self-sufficiency by obtaining the necessary credentials, education, experience, and job skills to secure employment in professional and/or skilled career fields. • 09/30/2022 – 09/29/2025 • Administrator: Cynthia Sommer, Dean, Workforce Development	DO	\$750,000	Department of Health and Human Services
University Line Clearance Arborist Training • Funding will be used to increase the availability of certified tree crew workers and standardize training to help PG&E and the state of California vegetation management-related wildfire risk mitigation efforts. • 09/01/2022 – 06/30/2023 • Administrator: Dr. Christopher Morris, Dean, Instruction, Career Education	FLC	\$57,150	Butte-Glenn Community College District
Child Care Access Means Parents in School (CCAMPIS) • Funding supports the college's family engagement center, the Nest, which aims to improve the educational success of student parents and, in particular, single parents. • 07/01/2022 – 06/30/2023 • Administrator: Theresa Tena, Vice President, Administration	CRC	\$195,217	United States Department of Education
TRIO Center Unified High School District Project • Funding will be used to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in and complete postsecondary education. • 10/01/2022 – 09/30/2023 • Administrator: Chad Funk, Associate Vice President, Student Services	ARC	\$277,375	United States Department of Education
TRIO San Juan High School District Project • Funding will be used to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in and complete postsecondary education. • 09/01/2022 – 08/31/2023 Administrator: Chad Funk, Associate Vice President, Student Services	ARC	\$277,375	United States Department of Education
TRIO Natomas Unified High School District Project • Funding will be used to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in and complete postsecondary education. • 09/01/2022 – 08/31/2023 Administrator: Chad Funk, Associate Vice President, Student Services	ARC	\$277,375	United States Department of Education
Child Development Training Consortium (CDTC)	CRC	\$24,150	Yosemite Community

<ul style="list-style-type: none"> Funding will be used to support career and education guidance to child development students. 09/01/2022 – 06/20/2023 <p>Administrator: Emilie Mitchell PhD, Dean, Social and Behavioral Science</p>			College District
Zero Textbook Costs (ZTC) Program <ul style="list-style-type: none"> Funding is provided to support the planning or development of ZTC programs. 07/01/2022 – 06/30/2023 <p>Administrator: Tammy Montgomery, Associate Vice Chancellor, Instruction</p>	DO	\$80,000 (\$20,000 per college)	California Community College Chancellors Office

J. Purchase Orders, Warrants, Checks and Electronic Transfers

That the Board of Trustees approve the numbered purchase orders, warrants, checks and electronic transfers that are reflected on the schedule below.

PURCHASE ORDERS		
General Fund	0001122726 - 0001124131 B230624-B230671	\$ 72,023,819.60
Capital Outlay Fund	0003019138-0003019202	
Child Development Fund	0006001079-0006001092	
Self-Insurance Fund	-	
WARRANTS		
General Fund	831290-832194	\$ 13,261,970.34
General Fund-ARC Instructional Related	011712-011783	
General Fund-CRC Instructional Related	024310-024318	
General Fund-FLC Instructional Related	031975-031990	
General Fund-SCC Instructional Related	048947-049009	
Capital Outlay Fund	836068-836129	
Student Financial Aid Fund	901360-901377	
Child Development Fund	955100-955116	
Self-Insurance Fund	976737-976737	
ODSFD	-	
Payroll Warrants	529223- 529876	\$ 8,844,867.59
Payroll Vendor Warrants	70156-70272	
October Leave Process	529877-531044	
CHECKS		
Financial Aid Disbursements (PeopleSoft)	-	\$ 6,490,252.93
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6452-6474	\$ 103,961.47
Student Clubs Agency Fund – CRC	5741-5761	
Student Clubs Agency Fund – FLC	3106-3118	
Student Clubs Agency Fund – SCC	4744-4750	
Foundation – ARC	7404-7427	\$ 78,758.43
Foundation – CRC	3150-3154	
Foundation – FLC	2357-2369	
Foundation – SCC	6554-6559	
Foundation – DO	1884-1901	
Associated Students Trust Fund – ARC	1059-1063	\$ 18,867.53
Associated Students Trust Fund – CRC	0948-0953	
Associated Students Trust Fund – FLC	0768-0768	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	-	\$ -
ELECTRONIC TRANSFERS		

GENFD Financial Aid	-	\$ 297,171.50
Board of Equalization	-	\$
PARS Wire	-	\$ 34,647.31
Vendors	-	\$ -
Retiree Health Trust	-	\$ -
CDTFA	-	\$ 2,883.00
Fidelity Wire	-	\$ 87,942.76
Payroll Direct Deposit Advices	1184511-1188988	\$ 14,390,028.98
Other Payroll Transactions	-	\$ 1,832.00
Scholarships	-	\$ 1,555.00
Qminder Limited Wire (2 nd attempt)	-	\$ 15,750.00
CARES Act/HEERF II	-	\$ 2,750.00
Pacific Groservice Wire (CRC)	-	\$ 2,044.74
PICO Wire (ARC)	-	\$ 2,809.69
CalWORKS	-	\$
SB85	-	\$ 298,000.00
COVID Incentive	-	\$

STALE DATED WARRANT

Payee	Date Requested	Original Date	Original №	Reissued №	Amount
Theresa Hendricks	10/3/2022	8/8/2019	94783354	94831967	\$110.43
Theresa Hendricks	10/3/2022	10/3/2019	94785625	94831967	\$5.33

K. Disposition of Surplus Equipment

That the Board of Trustees approve the disposal of the items listed in the November board agenda packet per Education Code section 81452.

L. 2022-23 Sabbaticals/Professional Development Leaves

That the Board of Trustees approve the sabbatical/professional development leaves for the 2022-23 year listed in the November board agenda packet.

M. Human Resources Transactions

That the Board of Trustees approve the human resources transactions listed in the November board agenda packet.

4. FIRST READING**A. Draft 2023 Board Meeting Calendar**

A draft copy of the proposed 2023 annual board meeting calendar was presented for the Board's review and discussion. The final draft will be presented for approval at the next regular board meeting on December 14, 2022.

5. ACTION

A. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Sacramento County Office of Education

A motion was made by Trustee Johnson, seconded by Trustee Haynes, that the Board of Trustees conduct a public hearing and adopt the proposed CCAP MOU between the Los Rios Community College District and Sacramento County Office of Education and authorize the Chancellor or his designee(s) to execute the MOU and any future augmentations, amendments, renewals, extensions, or other modifications to the MOU.

Roll Call Vote:

Aye: Haynes, Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson

No: None

Student Advisory Vote: Aye

Motion carried; 7:0

B. Contract Award: ARC Natomas Center Phases 2 and 3

A motion was made by Trustee Ortiz, seconded by Trustee Knight, that the Board of Trustees award the contract for bid 21006 to ACC Contractors, Inc. for the total amount of \$47,434,000.00 contingent on State approval.

Roll Call Vote:

Aye: Haynes, Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson

No: None

Student Advisory Vote: Aye

Motion carried; 7:0

C. Contract Award: SCC Basic Needs Center

A motion was made by Trustee Haynes, seconded by Trustee Ortiz, that the Board of Trustees award the contract for bid 22001 to D.G. Granade, Inc. for total award of \$4,793,670.00 contingent on State approval.

Roll Call Vote:

Aye: Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson, Haynes

No: None

Student Advisory Vote: Aye

Motion carried; 7:0

6. INFORMATION

A. Aligning Strategic Enrollment Management Planning with District Strategic Plan

At the Fall Board Retreat on October 8, 2022, staff presented an overview of the five goals in the District Strategic Plan and the agreement of the four colleges as to the measurements for outcomes. Work is underway on the development of a districtwide Strategic Enrollment Management plan to inform and operationalize the Strategic Plan, particularly Goal 1: “Optimize student access, progress, momentum and success.” The Chancellor’s Cabinet has been extensively involved in the development of the approach to finalize the goals and metrics. With declines in community college enrollment dramatically accelerating during the pandemic, a key focus at Los Rios and across California and the nation is restoring access to our colleges that leads to successful outcomes for our students. The Strategic Enrollment Management planning process underway will be critical to achieving success on Strategic Plan Goal 1, and will be framed around 5 foundational principles:

- Understanding our Region and our Students
- Outreach and Recruitment
- Dual Enrollment
- Retention and Student Success
- Matching Course Inventory and Services with Student Demand

7. BOARD MEMBER REPORTS

Trustee Knight attended the ACCT Leadership Congress in NYC.

Trustee Haynes shared her thoughts on her experience in Ghana, and thanked President Bush for his leadership on the Summit.

Trustee Ortiz congratulated Trustees Jones and Johnson on their re-election to the Board. She also addressed the public comments that were shared at the beginning of the meeting, and respectfully asked union leadership to follow up with those members to convey that the Board cannot directly address these issues.

Trustee Wilkerson attended the grand opening of the UndocuCenter at Sacramento City College.

8. FUTURE AGENDA ITEMS

Trustee Haynes requested a follow up to our process for degree audits to support students in determining if they are eligible for an Associate’s Degree.

9. REPORTS AND COMMENTS

The following constituency representatives presented reports to the Board:

Trajan Robinson, Student Senate
Alisa Shubb, President, Districtwide Academic Senate
Jason Newman, President, LRCFT

Chancellor's Report:

Chancellor King expressed gratitude for outgoing American River College President Dixon, the opening of the UndocuCenter at Sacramento City College, and his inspiring experience on the trip to Ghana.

The following report was provided to the Board electronically:

ARC: ARC has two exciting alumni highlights to share. First, ARC graduate Illyanna Maisonet wrote a book about Puerto Rican cooking, Diasporican: A Puerto Rican Cookbook. It came out October 18 and is already a best seller on Amazon.com. Illyanna was a student at ARC 2009-12. She's a great cook and a wonderful writer - get your copy now and start cooking! Second, ARC alumnus Kristen Fiore is one of the winners of the prestigious 2022 International Design & Architecture Awards, hosted by design et al, a leading UK interior design magazine. Kristen's company, Kristen Elizabeth Design Group, won in the Luxury Residence - Americas category. The award was for a project that oversaw the interior design and direction for all finishes and furnishings throughout a 5,500-square-foot home in El Dorado Hills, including exterior finish palettes and materials and full interior design scope.

CRC: The 17th Annual Fall Ethics Symposium "The Ethics of Providing Healthcare" takes place December 2 from 9am-4:20pm in Sacramento State's Redwood Room. Sponsored by CRC and Sac State's Center for Practical and Professional Ethics, this long-running event will have a variety of speakers talking about the healthcare system. We want a health care system that is efficient and just, where these criteria are compatible with the idea that anyone who needs care will receive it. But it's important to pay attention to the supply-side--where the specific services will come from and how they will be delivered. The speakers during the symposium will offer their perspectives on how we could do better in the U.S. delivering the services that most expect. Opening remarks from CRC President Ed Bush, Sac State President Robert Nelson, and Symposium Executive Director Rick Schubert. This event is free and open to the general public.

FLC: Last fall, Folsom Lake College launched the Utility Line Clearance Arborist Training (ULCAT) program in partnership with Butte College, and with funding from PG&E and equipment provided by Mountain Enterprise. Students in the El Dorado Center-based program complete 200 hours of classroom and field training in vegetation management, wildfire risk mitigation, tree climbing, and line clearance. On October 27, a completion ceremony was held for the program's fourth cohort of students. Eligible candidates also received a \$3,000 stipend through PG&E and the Utility Arborist Association. To date, 46 students have completed the program with the next cohort beginning in January with 15 students enrolled and eight currently on the waitlist. Special

thanks to FLC Business Professor and Contract Education Coordinator Candy Vickrey and Contract Education Clerk Angela Eure who have been instrumental in the successful launch and ongoing coordination of the program.

SCC: We're excited to share that SCC has received a new 5-year, \$3 million Hispanic Serving Institution (HSI) Grant! This grant, titled "Caminos de las Ciudad," will extend our Guided Pathways efforts and focus on helping Latino/a and low income students transition from the Freshman Seminar class first semester into the second semester, second year of college and beyond.

Retirements:

Retirement			Years of Service
Laura Wong	Student Personnel Assistant-Student Services	SCC	34+
Jeanette Alfred-Powlless	Physical Education Professor	ARC	20
Beth Madigan	Confidential Administrative Assistant I	ARC	8

10. CLOSED SESSION

The following board members went into closed session at 8:05 pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Nelson, Ms. Ortiz, and Ms. Wilkerson.

- A. Conference With Real Property Negotiators (Government Code Section 54956.8):
Property: 4750 Myrtle Avenue, Sacramento County APN: 240-0062-073; District Negotiators: Brian King, Mario Rodriguez; Under Negotiation: Price and Terms

11. OPEN SESSION: REPORT OF ANY ACTION TAKEN IN CLOSED SESSION, IF NECESSARY

There was no reportable action in Closed Session.

12. ADJOURNMENT

President Nelson adjourned the meeting at 8:15 pm.

BRIAN KING

Chancellor and Secretary to the Board of Trustees

Draft minutes presented to the Board of Trustees: December 14, 2022

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Rescission of Resolution 2020-02 Declaring Emergency Conditions and Taking Additional Action in Response to the Threat of COVID-19	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	Brian King	CONSENT/ROUTINE <input checked="" type="checkbox"/>
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING <input type="checkbox"/>
			ACTION <input type="checkbox"/>
			INFORMATION <input type="checkbox"/>

BACKGROUND:

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency due to the outbreak and spread of COVID-19 in an effort to make additional resources available, and to help the state prepare for the broader spread of the virus. On March 13, 2020, the President of the United States declared a national emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. State and local public agencies similarly declared states of emergency in March of 2020 related to the onset of the COVID-19 pandemic.

At a special meeting on March 17, 2020, the Board of Trustees of the Los Rios Community College District adopted Resolution 2020-02, declaring emergency conditions and taking additional action in response to the threat of COVID-19. Resolution 2020-02 declared a state of emergency related to COVID-19 for various purposes under law, including, but not limited to the Education Code, Government Code, Public Contract Code, and the Los Rios Community College District's Collective Bargaining Agreements.

Resolution 2020-02 provides that it "shall remain in effect until rescinded by a majority vote of the Board of Trustees."

STATUS:

Throughout the course of the COVID-19 pandemic, recommendations from public health authorities have evolved dramatically, including the relaxation of masking requirements and the most recent bulletin from the Centers for Disease Control related to school settings (August 6, 2022) which eased its guidance about student quarantines, testing, and screening.

On October 17, 2022, the Governor announced that the COVID-19 State of Emergency in California will end on February 28, 2023. The announcement asserted that "with hospitalizations and deaths dramatically reduced due to the state's vaccination and public health efforts, California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates...including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation."

RECOMMENDATION:

It is recommended that the Board of Trustees rescind Resolution 2020-02 declaring emergency conditions and taking additional action in response to the threat of COVID-19.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Excusing Standby Board Officers Appointed as Part of the District's Response to the Threat of COVID-19	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Consent Item C	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Brian King, Chancellor	CONSENT/ROUTINE <input checked="" type="checkbox"/> X FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION INFORMATION

BACKGROUND:

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency due to the outbreak and spread of COVID-19 in an effort to make additional resources available, and to help the state prepare for the broader spread of the virus. On March 13, 2020, the President of the United States declared a national emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. At a special meeting on March 17, 2020, the Board of Trustees of the Los Rios Community College District adopted Resolution 2020-02, declaring emergency conditions and taking additional action in response to the threat of COVID-19.

At a special meeting on April 8, 2020, the Board of Trustees appointed Standby Officers to serve in the event that one or more board members was incapacitated or otherwise unable to fulfill their public duties. The following standby officers were appointed in closed session and reported out at the April 8, 2020 special meeting:

AREA 1 - Trustee Dustin Johnson:

Standby Board Officer Number 1: David Inniss

Standby Board Officer Number 2: Maheen Ahmed

AREA 2 - Trustee Robert Jones:

Standby Board Officer Number 1: David Wagner

AREA 3 - Trustee John Knight:

Standby Board Officer Number 1: Christa Campbell

Standby Board Officer Number 2: Todd White

AREA 5 - Trustee Pam Haynes:

Standby Board Officer Number 1: Rita Gallardo Good

Standby Board Officer Number 2: Tracy Thomas

AREA 6 - Trustee Deborah Ortiz:

Standby Board Officer Number 1: Bruce Pomer

Standby Board Officer Number 2: Catherine Lopez

AREA 7 - Trustee Tami Nelson:

Standby Board Officer Number 1: Debra Corbett

Standby Board Officer Number 2: Joel Broussard

STATUS:

On October 17, 2022, the Governor announced that the COVID-19 State of Emergency in California will end on February 28, 2023. The announcement asserted that “with hospitalizations and deaths dramatically reduced due to the state’s vaccination and public health efforts, California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates...including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation.”

The Board of Trustees has been holding its regular meetings in person since March of 2022, and rescinded the District’s vaccine requirement in October of 2022. At this time, the Standby Board Officers appointed as part of the District’s initial response to COVID-19 are no longer necessary to ensure the continuity of District governance.

RECOMMENDATION:

It is recommended that the Board of Trustees thank and excuse the Standby Board Officers appointed as part of the District’s response to COVID-19.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Curriculum Proposals: American River, Cosumnes River, Folsom Lake, and Sacramento City College	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	
		INFORMATION	

STATUS:

The District Curriculum Coordinating Committee reviews college proposals for new, modified, or deleted courses and programs; general education guidelines, graduation competencies, grading policies, course placement into disciplines, and discusses and acts on other curriculum related issues. The attached curriculum was approved at the December 2, 2022 meeting.

The District Curriculum Coordinating Committee membership includes the following representatives:
American River College: Roxanne Morgan (Chair), Rusty Gaudard, Aaron Bradford, Bill Simpson (DCCC Chair), Frank Kobayashi/Kate Jacques (Admin); Cosumnes River College: Lisa Beebe (Chair) Brian Noel, Jorge Baca, Robert Montanez/Michael Lawlor (Admin); Folsom Lake College: Danny Siegfried (Chair), Suha Al Juboori, Andrea Hicks, Carlos Lopez (Admin); Sacramento City College: Renee Medina (Chair), Shannon Gilley, Laurie Perry, Duane Leonard, Robin Ikegami/Deborah Saks (Admin); Juana Esty (Articulation), Scott Crosier (DAS), Jamey Nye/Tammy Montgomery (Admin)

RECOMMENDATION:

It is recommended that the Board of Trustees approve the curriculum proposals for American River, Cosumnes River, Folsom Lake and Sacramento City College.

Los Rios Community College District

Recommendation for Adoption by the Board of Trustees

Dec 14, 2022

COURSE PROPOSALS

Course Deletions

American River College

1. PSTC 1272 CDC Advanced Investigations (2.00 units)

Justification: There is no demonstrated need for continuation of the course. It has not been offered in at least 10 years, and the SRPSTC no longer maintains regulatory agency certification.

2. PSTC 1400 Limited Peace Officer Criminal Investigations I (4.00 units)

Justification: This course was designed upon request for a statewide agency over 10 years ago, as one of three in a series of agency-specific continued professional development courses. It has not been presented in over 10 years. The agency has neither requested a presentation of the course nor indicated interest in maintaining it for future presentations.

3. PSTC 1401 Limited Peace Officer Criminal Investigations II (3.00 units)

Justification: This course was designed upon request for a statewide agency over 10 years ago, as one of three in a series of agency-specific continued professional development courses. The course has not been presented in over 5 years. The agency has neither requested a presentation of the course nor indicated interest in maintaining it for future presentations.

4. PSTC 1402 Limited Police Officer Criminal Investigations III (3.00 units)

Justification: This course was designed upon request for a statewide agency over 10 years ago, as one of three in a series of agency-specific continued professional development courses. It has not been presented in 10 years. The agency has neither requested a presentation of the course nor indicated interest in maintaining it for future presentations.

5. PSTC 1522 Supervisor Training -Non-Sworn (2.00 units)

Justification: This course had been developed in partnership and upon request by a newly formed local law enforcement agency. There is no indication of an ongoing need/demand for the course which has not been presented in over 10 years.

6. PSTC 1525 Supervisory Update (0.50 - 1.00 units)

Justification: This course has not been offered in over 10 years and there is no demonstrated need to maintain it for future presentations. Additionally, SRPSTC no longer maintains the regulatory certification.

7. PSTC 1760 Basic Crime Prevention (2.00 units)

Justification: This course has experienced decreased enrollments and cancellations (due to low enrollments) since 2012. There has been no demonstrated ongoing need/demand for the continuation of this course.

Sacramento City College

1. MKT 312 Retailing (3.00 units)

Justification: This course is being deleted as a result of program review and the department's decision to update the Marketing degree and certificates from its offerings.

New to District Courses

American River College

1. HIST 332 Women in American History (To 1877) (3.00 units)

Prerequisite: None.

54.00 hours lecture

This course offers a survey of U.S. women's history including the origin and development of the nation's political, constitutional, social, economic, and intellectual institutions, from pre-colonial indigenous societies to 1877. It explores the evolution of American institutions and ideals including the U.S. Constitution and representative democratic government in relationship to women's status and rights. The course examines major developments, themes, and institutions in U.S. society related to women, gender, and sexuality. It is inclusive of a diversity of women's experience as it examines how race, ethnicity, class, gender identity, sexuality, citizenship, ability, religion and other factors have influenced women's lives. The course examines and compares the experiences of North America's diverse population of women including African Americans, Asian Americans, Latinx, Native Americans, and white Americans.

Justification: This course is a survey of the history of women in North America from pre-contact to 1877. This course, alongside History 333, American Women's History, 1865-present, will replace History 330: American Women's History, which covers over five centuries of history. Covering a shorter time period in two surveys will provide students with the opportunity to learn U.S. women's history through a more inclusive and intersectional lens by examining

how race, ethnicity, class, gender identity, sexuality, citizenship, ability, religion and other factors have influenced women's lives. The course will follow the same chronological pattern as the department's African American History and U.S. History survey courses. The department is dividing History 330 into two survey courses covering less time as a way to promote equity in our curriculum. Additionally, the department desires to affirm the importance of women's history by offering early and late U.S. women's history courses. Further, this course will provide students with an opportunity to deepen their understanding of the historical context up to 1877. It will lessen the disadvantages students with limited prior knowledge of U.S. History may experience when studying over five centuries of U.S. women's history in one semester.

2. **HIST 333 Women in American History (1865-Present) (3.00 units)**

Prerequisite: None.

54.00 hours lecture

This course offers a survey of U.S. women's history from 1865 to the present day, tracing and analyzing how women's place in U.S. society has changed over time. The course examines major developments, themes, and institutions in U.S. society related to women, gender, and sexuality. It is inclusive of a diversity of women's experience as it examines how race, ethnicity, class, gender identity, sexuality, citizenship, ability, religion and other factors have influenced women's lives. The course examines and compares the experiences of North America's diverse population of women including African Americans, Asian Americans, Latinx, Native Americans, and white Americans. The course addresses the Constitution of the State of California; the nature and processes of California state and local governments; and the relationships between the U.S. government and California's state and local governments as they relate to women since 1865.

Justification: This course, which meets cultural diversity requirements, helps prepare all students for life in a complex, international world by giving them opportunities to analyze historical events based upon multiple perspectives.

3. **PMED 114 Preparatory (11.00 units)**

Prerequisite: EMT 110 and 111 with grades of "C" or better

Enrollment Limitation: Acceptance into the Paramedic Program

168.00 hours lecture, 108.00 hours laboratory

This course covers didactic materials and related skills considered foundational to the practice of the paramedicine. The course topics include: EMS systems, the safety/well-being of the paramedic, medical legal/ethical, anatomical and physiology, pathophysiology of all human systems, medical terminology, oral communications, and life span development. This course considers principles of public health and epidemiology including public health emergencies, health promotion and illness and injury prevention. This course also integrates knowledge of pharmacology to formulate a treatment plan intended to mitigate emergencies and improve the overall health of the patient.

Justification: The program must update the program curricula to better reflect alignment with the 2021 National EMS Education Standards required to maintain the Commission on Accreditation of Allied Health Education Programs (CAHEEP).

4. PMED 115 Clinical Behavior, Patient Assessment, and Airway Management (5.00 units)

Prerequisite: PMED 114 with a grade of "C" or better

Enrollment Limitation: Acceptance into the Paramedic Program

80.00 hours lecture, 30.00 hours laboratory

This course covers the didactic material and the related skills necessary to establish a foundation for subsequent prehospital clinical judgment, patient assessment and management. It also focuses on airway management, respiration and ventilation. Primary and secondary assessments, therapeutic communication, cultural humility, professionalism, decision making, and team dynamics will be covered.

Justification: 2021 National EMS Educational Standards have expanded to include more clinical topics that must be integrated into the program prior to the clinical internship. Topic coverage requires more lecture hours. This course represents the fundamental application of knowledge, skills, and abilities required prior to assignments in a clinical setting.

5. PMED 121 Prehospital Medicine and Clinical Internship (12.50 units)

Prerequisite: PMED 115 with a grade of "C" or better

Enrollment Limitation: Acceptance into the Paramedic Program

175.00 hours lecture, 168.00 hours laboratory

This course integrates assessment findings with principles of epidemiology and pathophysiology to formulate a clinical impression and implement a treatment/disposition plan for a patient with a medical complaint. The course also includes a clinical practicum with regional hospital partners.

Justification: The 2021 National Emergency Medical Services (EMS) Educational Standards have expanded to include more clinical topics that must be integrated into the program. Topic coverage requires more lecture hours. This course represents the fundamental application of knowledge, skills, and abilities required during a clinical internship.

6. PMED 131 Trauma, Shock, EMS Operations, and Field Internship (17.50 units)

Prerequisite: PMED 121 with a grade of "C" or better

Enrollment Limitation: Acceptance into the Paramedic Program

114.00 hours lecture, 603.00 hours laboratory

This course integrates assessment findings with principles of epidemiology and pathophysiology to formulate a field impression and implement a treatment/disposition plan for a patient with a traumatic complaint. The course also provides awareness of EMS operational practices, and includes a field practicum with regional Emergency Medical Services (EMS) partners.

Justification: The 2021 National EMS Educational Standards have expanded to include more clinical topics that must be integrated into the program. Topic coverage requires more lecture hours. This course represents the fundamental application of knowledge, skills, and abilities required during a field internship.

Cosumnes River College

1. AMT 135 Ford ASSET Practicum Three (0.50 - 4.00 units)

Prerequisite: AMT 378 or 379 with a grade of "C" or better

Enrollment Limitation: Students taking this course must be enrolled in the Ford Automotive Student Service Education Training (ASSET) program due to prerequisite Ford Motor Company training requirements.

27.00 - 216.00 hours laboratory

This course consists of supervised experience in an automotive repair service setting performing the tasks and responsibilities of an automotive service technician. Those duties include, but are not limited to, the diagnosis and repair of automotive powertrain systems and components. This course is for students who are currently enrolled in the Ford ASSET program and have completed or are currently enrolled in AMT 378: Ford ASSET Automatic Transmissions/Transaxles and/or AMT 379: Ford ASSET Automotive Engine Repair.

Justification: Dealership experience is an integral component of the Ford ASSET program. This course is required for the Automotive Mechanics Technology (Ford ASSET) degree and certificate.

2. AMT 136 Ford ASSET Practicum Four (0.50 - 4.00 units)

Prerequisite: AMT 382 with a grade of "C" or better

Enrollment Limitation: Students taking this course must be enrolled in the Ford Automotive Student Service Education Training (ASSET) program due to prerequisite Ford Motor Company training requirements.

27.00 - 216.00 hours laboratory

This course consists of supervised experience in an automotive repair service setting performing the tasks and responsibilities of an automotive service technician. Those duties include, but are not limited to, diagnosing and repairing automotive engine performance systems. This course is for students who are currently enrolled in the Ford ASSET program and have completed AMT 382: Ford ASSET Gasoline Engine Performance.

Justification: Dealership experience is an integral component of the Ford ASSET program. This course is required for the Automotive Mechanics Technology (Ford ASSET) degree and certificate.

3. PACT 381 Table Tennis I (1.00 unit)

Prerequisite: None.

54.00 hours laboratory

This course provides a review of basic fundamentals, techniques and rules for Table Tennis. The emphasis is on skills and techniques such as play strategies for singles and doubles and shot selection for various play situations.

Justification: We want to add an additional Personal Activity class to our limited offerings.

Sacramento City College

1. CHEM 405 Research in Chemistry I (0.50 - 3.00 units)

Prerequisite: None.

Corequisite: CHEM 300

27.00 - 162.00 hours laboratory

Research in Chemistry I provides advanced studies of chemistry research. This course is designed to provide each student with original research experience with the guidance of a chemistry faculty member. This course uses an intensive methodology designed to challenge motivated students.

Justification: Undergraduate research is a learning activity that enriches a student's undergraduate experience. Student research broadens and deepens their classroom learning and supports the development of a range of skills. Students explore career goals, build transferable skills and learn to publicly advocate and defend work through oral presentations.

2. CHEM 406 Research in Chemistry II (0.50 - 3.00 units)

Prerequisite: CHEM 405 with a grade of "C" or better

Corequisite: CHEM 300

27.00 - 162.00 hours laboratory

This course is a continuation of CHEM 405, Research in Chemistry I. Research in Chemistry II provides advanced studies of chemistry research. This course is designed to provide each student with original research experience with the guidance of a chemistry faculty member. This course uses an intensive methodology designed to challenge motivated students.

Justification: This course is a continuation of CHEM 405. Undergraduate research is a learning activity that enriches a student's undergraduate experience. Student research broadens and deepens their classroom learning and supports the development of a range of skills. Students explore career goals, build transferable skills and learn to publicly advocate and defend work through oral presentations.

3. CHEMT 424 Instrumentation (2.00 units)

Prerequisite: CHEM 410 or 420 with a grade of "C" or better

18.00 hours lecture, 54.00 hours laboratory

This is a course focused on troubleshooting analytical instrumentation. Emphasis is placed on analytical instrumentation principles, analytical techniques, instrument operations and maintenance, and troubleshooting key laboratory equipment. For example, students will learn preventative maintenance, method development and optimization of laboratory equipment to minimize instrumentation problems. This course is for students planning careers in chemical technology, chemistry, biochemistry, chemical engineering, forensics, pre-pharmacy, biology, molecular biology, and microbiology.

Justification: The purpose of CHEMT 424 is to train students and working professionals to maintain and troubleshoot key laboratory equipment. Those persons interested in a chemical technician career will have this valuable and sought after skill. This course prepares students in the chemical technology program to work in industry.

4. MATHS 10 Guided Individualized Support for Mathematics (0.50 - 2.00 units)

Prerequisite: None.

Corequisite: The student must be enrolled in a course with math content. This course may be from, but not limited to, the following designators: MATH, STAT, CHEM, PHYS, ASTR, BUS, ECON, CISP.

27.00 - 108.00 hours laboratory

This course is open to all students currently enrolled in any course that uses or teaches mathematical concepts. The course enables students to build and review math topics that are necessary for success in any level of MATH, STAT, or other course. Learning objectives and the course topics will be designed based on the needs of each individual student with the guidance and support from the instructor and student tutors. This course cannot replace any existing mathematics course, and successful completion of MATHS 10 currently does not satisfy any mathematics prerequisite. This course is graded Pass/No Pass. Credit is earned in one-half unit increments and is dependent on progress in the course and class participation. This is an open-entry/open-exit course which may be taken for a maximum of two units.

Justification: This course is designed to support students in courses with math content. Students will use software that personalizes topics needed to pass the MATH course the student is enrolled in.

5. PHOTO 305 The Visual Self (3.00 units)

Prerequisite: None.

Enrollment Limitation: Students must provide a device that can both capture and upload images to the internet. An example of such devices are smartphones, tablets, digital cameras, etc.

54.00 hours lecture

What is our relationship with photography? How do we engage with, consume, create and share photographs in an image-saturated world? Focusing on photography's influence from its origins to the present day, The Visual Self explores our personal relationship with the photographic images we capture and those we observe. Students will come away with a new recognition of their own engagement with images and how they consume and share visual forms of media. Through lectures, discussions, and visual presentations, the course will highlight the role of photography in disseminating information, trends, ideas, culture, and art both in contemporary and historical contexts. Students are not required to have any prior photography experience but will need the ability to capture their own images with a digital camera, smartphone, or tablet.

Justification: We are currently updating certificates and degrees and are looking to offer nonvocational students an opportunity to learn about their relationship to photography and its history with this course. This course is intended to enrich students educational experience and to help them achieve general education requirements and for possible to transfer to 4-year institutions.

PROGRAM PROPOSALS

Program Deletion(s)

Cosumnes River College

1. CIS - Computer Science

Justification: The Associates Degree in Computer Science no longer serves its original purpose. This degree used to serve both local industry and university transfer. Computer Science has become a university transfer program. The CRC Computer Science Certificate guides CRC counselors, and transfer students to UC-Davis and Sacramento State, into the correct CISP courses.

New Programs

American River College

1. Green Vehicle Technology

This program prepares students for entry-level positions in the automotive industry with emphasis on alternative fuel and electric vehicle drive systems and complete automotive systems diagnosis and repair. It covers the various technologies used in the alternative fuel and electric vehicles of today. Major emphasis is on electric vehicles, hybrid electric vehicles, and fuel cell technology. Alternative fuels such as compressed natural gas and biodiesel are also covered. It prepares students for Automotive Service Excellence (ASE) certifications A-2 through A-8, L-3, and F-1.

Justification: Automotive technology is evolving with the increase in demand and availability of alternative fuel vehicles. Training future technicians to meet the needs of industry necessitates an alternative to our traditional Automotive Technology degree. This degree addresses the evolving needs of industry.

Folsom Lake College

1. Business Information Professional I

The Business Information Professional I Certificate prepares students for entry-level office, computer, and administrative support positions in a variety of industries. This certification includes courses in: oral and written business communications; computer application skills, including beginning Excel, Word, and Outlook; the fundamentals of computer systems; and critical thinking and problem solving. This certificate is a collaborative certificate and courses are available at multiple colleges. Students can reference the required course list to find more information regarding the courses available at each college. This certificate can be completed 100% online.

Justification: This new certificate is being created as part of the Department of Labor's Strengthening Community Colleges Training Grant project, of Crosswalking Business Pathways to Public Sector Careers. This collaborative career education certificate will be offered at all the Los Rios campuses. This certificate is being listed in the catalog in the BUSTEC department at FLC. Some of the Los Rios campuses do not have a BUSTEC area in the catalog. For students it would be most beneficial if they could find the certificate in the same section in the catalog, regardless of college location so BUS has been listed as an additional catalog location. This new certificate has regional advisory board approval.

Sacramento City College

1. Global Business Economics

This program provides students with the necessary knowledge to make informed business and financial decisions in a global context. Students will gain an understanding of basic economic theory about business decision making, resource allocation issues, the components of the conceptual framework for financial accounting and reporting, legal considerations, consumer behavior patterns and the impacts of globalization on different class, ethnic, and gender groups. This certificate is useful to advance a career, or to gain intuition into business and economic trends in a global context.

Justification: The purpose of this certificate program is to provide students with a broader set of financial and analytical skills that emphasizes a global perspective in order to enhance their opportunities for careers in business, finance, marketing, management, sales, consulting and policy.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Special Event Authorization	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item E	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Jacob Knapp, General Counsel 	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor 	ACTION	
		INFORMATION	

BACKGROUND:

Pursuant to Board Policy 1414, special events are shows, private parties, concerts, theatrical productions, and other events held on a District premises for which the principal attendees are members of the general public or invited guests and not students of the District.

STATUS:

At the below-listed special event, event sponsor has submitted applications for permission to serve alcohol.

College Events

Date of Event	College	Location	Name of Event	Alcohol
December 21, 2022	FLC	Harris Center	High Voltage Holiday Celebration Concert	Wine and Beer

RECOMMENDATION:

It is recommended that the Board of Trustees approve or ratify the application listed herein.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Ratify: Affiliation and Other Agreements	ATTACHMENT: None	
	ENCLOSURE: None		
AGENDA ITEM:	Consent Item F	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

Pursuant to Education Code section 81655, and Board Policy 8315, all agreements to which the District is party must be approved by or ratified by the Board of Trustees. Where agreements are not authorized or ratified by other means, this Board item is used to ensure compliance with this obligation.

STATUS:

Pursuant to Board Policy 8315, the agreements listed below are hereby presented for approval/ratification.

ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS/ INTERNSHIP AGREEMENTS

Listed below are Allied Health Agreements for clinical placements and Internships for Los Rios students. Pursuant to the agreements, the District is obligated to cooperate and provide educational services. The agreements do not require payment or receipt of funds.

Agency	Clinical Program	Campus	Contract Date	Term
Western Slope Health Center	PTA/OTA ²	SCC	12/21/2021	Evergreen
Insight Health Corp DBA Rayus Radiology	Imaging	FLC	08/24/2022	Evergreen
Davis Joint Unified School District	SLPA ¹	ARC	10/12/2022	Evergreen
Santos Robinson Funeral Home	Funeral Services	ARC	10/13/2022	EXP: 10/13/2027
Mt. Vernon Mortuary	Funeral Services	ARC	10/13/2022	EXP: 10/13/2027
Oak Hill Mortuary	Funeral Services	ARC	10/13/2022	EXP: 10/13/2027
Alameda Funeral Home	Funeral Services	ARC	10/13/2022	EXP: 10/13/2027
Oak Park Hills Chapel	Funeral Services	ARC	10/13/2022	EXP: 10/13/2027

Covenant Care CA, LLC DBA -Vintage Faire Nursing and Rehabilitation	HIT ⁴	CRC	10/18/2022	Evergreen
Chapel of the Hills	Funeral Services	ARC	10/18/2022	EXP: 10/18/2027
Chapel of the Chimes	Funeral Services	ARC	10/19/2022	EXP: 10/19/2027
East Lawn Mortuary	Funeral Services	ARC	10/19/2022	EXP: 10/19/2027
Duggan's Funeral Home	Funeral Services	ARC	10/20/2022	EXP: 10/20/2027
Sweet-Olsen Family Mortuary	Funeral Services	ARC	10/20/2022	EXP: 10/20/2027
Berge-Pappas-Smith Chapel of the Angels	Funeral Services	ARC	10/21/2022	EXP: 10/21/22
Spangler Mortuary	PTA/OTA ²	SCC	10/21/2022	EXP: 10/21/2027
Napa-Solano Pediatric Speech Therapy Group, Inc.	SLPA ¹	ARC	11/03/2022	Evergreen
The Redwood Post Acute	PTA/OTA	SCC	11/23/2022	Evergreen
San Thomas Convalescent Hospital/Creekside	PTA/OTA	SCC	11/23/2022	Evergreen
The Ridge Post Acute	PTA/OTA	SCC	11/23/2022	Evergreen
Capitol Speech and Rehabilitation Services, Inc.	SLPA ¹	ARC	11/29/2022	Evergreen
Lil Red Hen	PTA/OTA	SCC	11/29/2022	Evergreen
El Dorado County Emergency Services	PMED ³	ARC	12/1/2022	EXP: 12/01/2025

¹SLPA: Speech Language Pathology Assistant

² OTA/PTA: Occupational Therapy Assistant/Physical Therapist Assistant

³ PMED: Paramedic

⁴ HIT: Health Information Technology

RECOMMENDATION:

It is recommended that the Board of Trustees ratify and/or approve the agreements identified in this board agenda item.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item G	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	Upz	CONSENT/ROUTINE <input checked="" type="checkbox"/>
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING <input type="checkbox"/>
		ACTION <input type="checkbox"/>	INFORMATION <input type="checkbox"/>

BACKGROUND:

Pursuant to Board Policy 8315 the bid transactions herein listed are presented for approval and/or ratification.

CHANGE ORDERS				
Bid №	Change Amount	Change Number	Vendor	New Contract Total
22016	\$12,986.26	3	TRIAMID CONSTRUCTION	\$478,598.41
22015	\$95,598.44	1	JOHN F OTTO INC	\$59,219,998.44
21001	\$256,991.00	4	JOHN F OTTO INC	\$19,716,854.55

RECOMMENDATION:

It is recommended that the Board of Trustees ratify and/or approve the bid transaction as herein listed.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Ratify: Grants and Contracts Awarded	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item H	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King Brian King, Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

Pursuant to Board Policy 8315, executed agreements for the following grant and/or contract awards are hereby presented for approval and/or ratification.

Title, Description, Term, Project Administrator	College /Unit	Amount	Source
Information Technology and Data Security Improvements Grant <ul style="list-style-type: none"> One-time funds will support the implementation of local and system wide technology and data security efforts. 07/01/2022 – 06/30/2023 Administrator: Manveer Bola, Associate Vice Chancellor, Information Technology 	DO	\$200,000	California Community College Chancellors Office
Commission of Peace Officers Standards and Training <ul style="list-style-type: none"> Contract funding to train law enforcement agency first-level supervisors. Training meets the requirement of POST Regulations 1005. 07/01/2022 – 06/30/2023 Administrator: Dr. Derrick Booth, Associate Vice President, Workforce Development 	ARC	\$118,754	California Department of General Services
Supplemental Nutrition Assistance Program (SNAP) – Education <ul style="list-style-type: none"> The funding is provided to implement the CalFresh Healthy Living program, which provides nutrition education and obesity prevention activities and interventions for low-income Californians. 11/01/2022 – 09/30/2023 Administrator: Mariko Peshon McGarry, Dean of Instruction, El Dorado Center and Director, Prison Reentry Education Program 	FLC	\$15,000	California Department of Public Health
Re-Emerging Scholars – Restorative Justice Grant <ul style="list-style-type: none"> Funds will support a dedicated project coordinator to oversee both currently and formerly incarcerated students as part of the Re-Emerging Scholars Program. 10/01/2022 – 06/30/2023 Administrator: Alexander Casareno, Interim Director of 	CRC	\$10,000	Shasta-Tehama-Trinity Joint Community College District

Diversity, Compliance and Title IX			
City of Sacramento Community Reinvestment Grant <ul style="list-style-type: none"> • Funding will be used to renovate the Child Development Center at Sacramento City College. The college's goal is to create a quieter space that will be conducive to implement the new infant and toddler program. • 04/01/2022 – 12/31/2025 • Administrator: Dennis Lee, Dean, Behavioral and Social Sciences 	SCC	\$1,000,000	City of Sacramento

RECOMMENDATION:

It is recommended that the Board of Trustees ratify and/or approve the grant and contract awards listed herein, pursuant to Board Policy 8315.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Purchase Orders, Warrants, Checks and Electronic Transfers	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item I	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

A listing of purchase orders, warrants, checks and wires issued during the period of October 16, 2022 through November 15, 2022 is on file in the District Business Services Office for review.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the numbered purchase orders, warrants, checks and electronic transfers that are reflected on the attached schedule.

PURCHASE ORDERS		
General Fund	0001122592 - 0001124631 B230672-B230693	\$ 9,128,097.47
Capital Outlay Fund	0003019136-0003019260 B3500000-B3500000	
Child Development Fund	0006001074-0006001100	
Self-Insurance Fund	-	
WARRANTS		
General Fund	832195-833117	\$ 15,250,329.85
General Fund-ARC Instructional Related	011784-011848	
General Fund-CRC Instructional Related	024319-024327	
General Fund-FLC Instructional Related	031991-032001	
General Fund-SCC Instructional Related	049010-049039	
Capital Outlay Fund	836130-836191	
Student Financial Aid Fund	901378-901385	
Child Development Fund	955117-955133	
Self-Insurance Fund	976738-976742	
ODSFD	-	
Payroll Warrants	531045- 531738	\$ 8,923,859.08
Payroll Vendor Warrants	70273-70391	
November Leave Process	531739-533038	
CHECKS		
Financial Aid Disbursements (PeopleSoft)	-	\$ 1,212,006.13
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6475-6486	\$ 83,506.21
Student Clubs Agency Fund – CRC	5762-5777	
Student Clubs Agency Fund – FLC	3119-3124	
Student Clubs Agency Fund – SCC	4751-4771	
Foundation – ARC	7428-7438	\$ 33,078.38
Foundation – CRC	3155-3157	
Foundation – FLC	2370-2376	
Foundation – SCC	6560-6565	
Foundation – DO	1902-1917	
Associated Students Trust Fund – ARC	1064-1067	\$ 8,542.91
Associated Students Trust Fund – CRC	0954-0957	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	-	\$ -
ELECTRONIC TRANSFERS		
GENFD Financial Aid	-	\$ 192,202.50
Board of Equalization	-	\$ -
PARS Wire	-	\$ 35,185.53
Vendors	-	\$ -
Retiree Health Trust	-	\$ -
CDTFA	-	\$ 8,500.00
Fidelity Wire	-	\$ 100,987.84
Payroll Direct Deposit Advices	1188989-1193536	\$ 14,626,922.17
Other Payroll Transactions	-	\$ 1,832.00
Scholarships	-	\$ 500.00
CARES Act/HEERF II	-	\$ 17,150.00
Pacific Groservice Wire (CRC)	-	\$ -
PICO Wire	-	\$ 3,279.65
CalWORKS	-	\$ -
SB85	-	\$ 231,000.00
COVID Incentive	-	\$ -
Self-Insurance Fund	-	\$ 114,737.85
Keenan	-	\$ 123,884.36
PITCO	-	\$ 1,301.04
DXO Labs- France	-	\$ 2,153.88
PO 1123623	-	\$ 2,153.88

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Disposition of Surplus Equipment	ATTACHMENT: None	
		ENCLOSURE:	None
AGENDA ITEM:	Consent Item J	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	X
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	FIRST READING	
		ACTION	
		INFORMATION	

BACKGROUND:

The Education Code regulates the procedures by which a Community College District can dispose of real and personal property. Education Code section 81452 provides that the governing board may, by unanimous vote, dispose of items valued at \$5,000 or less by private sale without advertising or selling the items at public auction. The District has held previous auctions, but they have generally cost more than they have netted for the District.

STATUS:

The District has a quantity of surplus materials that needs to be disposed of, such as outdated desks and computers. The District has located a scrap dealer who will take selected surplus items for recycling. Any items remaining will be disposed.

The surplus items to be recycled or disposed of are either irreparable, obsolete, in poor condition or not needed for district/college operations and include the following: 1 air compressor; 4 Chromebooks; 17 computers; 5 monitors; 1 printer; 1 switch and 48 wireless access points.

These items have a value of less than \$5,000.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the disposal of the listed items per Education Code section 81452.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Student, Special Rate, Temporary Interpreter & Temporary Classified Salary Schedules	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item K	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	WJPZ	CONSENT/ROUTINE <input checked="" type="checkbox"/>
			FIRST READING <input type="checkbox"/>
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	<input type="checkbox"/>
		INFORMATION	<input type="checkbox"/>

BACKGROUND:

The District salary schedule for Student Help employees needs to be improved to reflect the increase in the minimum wage to \$15.50 per hour, which takes effect on January 1, 2023. In addition, the District's Temporary Classified Salary Schedules were reviewed to ensure that all classifications were above the minimum wage. The District has historically tied the Temporary Classified Schedule to a % of the Step 1 rate for regular classifications. In the interest of attracting and retaining a qualified temporary work force, this benchmark will remain at 80%. The LRCEA and SEIU units received improvements effective for fiscal year 2023, so maintaining this benchmark will cause an improvement to the temporary classified schedules. The Special Rate and Temporary Interpreter rates are generally set relative to the market rate for some of the classifications. The timing of these salary schedule improvements will occur at the start of the pay period in which the minimum wage increase becomes effective, which is December 25, 2022.

STATUS:

The Student Help schedule will be increased to the minimum wage of \$15.50 per hour, effective December 25, 2022. Student help employees are not subject to OASDI and therefore the net wage for student employees is slightly higher than employment in the private sector. For temporary classified employment, the minimum hourly wage is set at \$16.30 to offset the OASDI deduction. With the exception of some lower compensated ranges, the other ranges on the Clerical/Paraprofessional and Maintenance/Service schedules will be set at the benchmark of 80% of step 1 for the regular classifications. Ranges 12 through 25 of the Clerical/Paraprofessional schedule will be slightly different due to the compressing impact that the minimum wage has on these lower compensated ranges. These ranges will be set at increments of \$0.20 apart, with ranges 26 and above keeping the 80% benchmark mentioned prior. The hourly rates for classified temporary employment of the Special Rate and Interpreter Temporary schedules are set as described above with a minimum hourly rate of \$16.30.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the salary schedules for Student Help/College Work Study employees, Clerical/Paraprofessional temporary classified employees, Maintenance/Service temporary classified employees, Special Rate temporary classified employees, and Temporary Interpreter temporary classified employees effective December 25, 2022.

**Los Rios Community College District
Student Help/College Work Study Employees
Salary Schedule**

DRAFT

Effective: December 25, 2022

Classification #	Title		
001	Student Help	\$15.00	\$15.50
002	College Work Study	\$15.00	\$15.50

Board Approved:

Los Rios Community College District
Salary Schedule for Temporary Classified Employees
Clerical/Paraprofessional
DRAFT
Effective December 25, 2022

Job Code	Title	Range	Part Time Hourly Rate
T141	Account Clerk I	17	16.20
T142	Account Clerk II	21	16.80
T143	Account Clerk III	25	17.60
T649	Accountant	35	21.42
T198	Accounting Specialist	40	24.00
T131	Administrative Assistant I	26	17.80
T133	Administrative Assistant II	28	18.27
T285	Administrative Assistant III	30	19.12
T654	Administrative Services Analyst	44	26.29
T171	Admissions/Records Clerk I	17	16.20
T172	Admissions/Records Clerk II	20	16.60
T173	Admissions/Records Clerk III	23	17.20
T145	Admissions/Records Evaluator I	24	17.40
T151	Admissions/Records Evaluator II	28	18.27
T163	Admissions/Records Evaluator/Degree Auditor I	29	18.69
T291	Admissions/Records Evaluator/Degree Auditor II	30	19.12
T819	Alternate Media Design Specialist	37	22.42
T634	Animal Health Instructional Technician	30	19.12
T602	Assistant Financial Aid Officer	35	21.42
T313	Assistant Technical Director - Harris Center for the Arts (HCA)	37	22.42
T742	Attendance Services Assistant	27	18.00
T869	Building Automation and Systems Integration Analyst	57	35.33
T128	Buyer	29	18.69
T116	Child Development Center Associate Teacher	12	15.80
T810	Child Development Center Clerk	20	16.60
T199	Child Development Center Lead Teacher	35	21.42
T194	Child Development Center Teacher	26	17.80
T101	Clerk I (Temporary only)	12	15.80
T102	Clerk II	16	16.00
T103	Clerk III	20	16.60
T191	College Development Officer	35	21.42
T739	Computer Aided Drafting and Design Assistant	42	25.12
T803	Contract Education Program Developer	56	34.54
T123	Control Center Technician	22	17.00
T169	Cosmetology Service Assistant	30	19.12
T109	Counseling Clerk I	17	16.20
T110	Counseling Clerk II	21	16.80
T744	Data Communications Security Specialist	61	38.69
T130	Digital Communications & Web Specialist	44	26.29
T129	Disabled Student Programs & Services (DSP&S) Clerk	47	16.20

T282	District Financial Aid Specialist	40	24.00	25.20
T650	Donor Relations Specialist	38	22.94	24.08
T167	Educational Center Assistant	25	17.60	18.10
T108	Educational Center Clerk	22	17.00	17.50
T806	Educational Media Design Specialist	37	22.42	23.54
T646	Electronics Calibration and Repair Technician	38	22.94	24.08
T180	Employee Benefits Specialist	40	24.00	25.20
T175	Employee Benefits Technician	29	18.69	19.62
T287	Energy Management Controls Specialist	57	35.33	37.10
T705	Facilities Planning and Engineering Specialist	56	34.54	36.26
T700	Facilities Planning Specialist	49	29.45	30.92
T138	Financial Aid Clerk I	17	16.20	16.70
T140	Financial Aid Clerk II	21	16.80	17.30
T604	Financial Aid Officer	38	22.94	24.08
T743	Fiscal Services Accounting Specialist	40	24.00	25.20
T149	Grant Coordination Clerk	20	16.60	17.10
T236	Graphic Artist	28	18.27	19.18
T801	Graphic Designer	29	18.69	19.62
T168	Health Services Assistant	21	16.80	17.30
T718	Information Technology Business/Technical Analyst I	57	35.33	37.10
T723	Information Technology Business/Technical Analyst II	61	38.69	40.62
T748	Information Technology Network Administrator Analyst I	57	35.33	37.10
T749	Information Technology Network Administrator Analyst II	61	38.69	40.62
T726	Information Technology Specialist I	44	26.29	27.60
T729	Information Technology Specialist II	50	30.13	31.63
T745	Information Technology Systems/Database Administrator Analyst I	57	35.33	37.10
T746	Information Technology Systems/Database Administrator Analyst II	61	38.69	40.62
T242	Information Technology Cable Plant Assistant	50	30.13	31.63
T809	Information Technology Technician I	25	17.60	18.10
T152	Information Technology Technician II	31	19.56	20.54
T208	Instructional Assistant	28	18.27	19.18
T166	Instructional Services Assistant I	24	17.40	17.90
T808	Instructional Services Assistant II	27	18.00	18.75
T207	Laboratory Technician	28	18.27	19.18
T283	Lead Digital Communications and Web Specialist	46	27.51	28.89
T741	Lead Instructional Assistant	30	19.12	20.07
T866	Lead Instructional Services Assistant	29	18.69	19.62
T600	Lead Laboratory Technician	30	19.12	20.07
T241	Lead Library Technician	28	18.27	19.18
T114	Library Technician	26	17.80	18.33
T105	Maintenance/Operations Clerk	22	17.00	17.50
T231	Media Systems/Resources Specialist	50	30.13	31.63
T200	Media Systems/Resources Technician I	32	20.01	21.01
T223	Media Systems/Resources Technician II	38	22.94	24.08
T115	Operations Technician	26	17.80	18.33
T618	Outreach Specialist	38	22.94	24.08
T660	Payroll Accountant	36	21.91	23.01
T146	Payroll Clerk	25	17.60	18.10

T652	Payroll Specialist	40	24.00	25.20
T179	Payroll Technician	29	18.69	19.62
T702	Printing Assistant	35	21.42	22.50
T106	Printing Services Operator I	17	16.20	16.70
T107	Printing Services Operator II	20	16.60	17.10
T178	Printing Services Operator III	23	17.20	17.70
T802	Printing Technician	33	20.47	21.50
T268	Programmer I	44	26.29	27.60
T269	Programmer II	50	30.13	31.63
T174	Public Relations Specialist	38	22.94	24.08
T640	Public Relations Technician	30	19.12	20.07
T890	Recruit Training Officer (Temporary only)	64	41.42	43.50
T807	Research Analyst	50	30.13	31.63
T639	Risk Management Specialist	40	24.00	25.20
T417	Sacramento Regional Public Safety Training Center (SRPSTC) Developer	56	34.54	36.26
T125	Senior Buyer/Contract Specialist	40	24.00	25.20
T735	Senior Information Technology Business/Technical Analyst	64	41.42	43.50
T750	Senior Information Technology Network Administrator Analyst	64	41.42	43.50
T196	Senior Information Technology Specialist	57	35.33	37.10
T747	Senior Information Technology Systems/Database Administrator Analyst	64	41.42	43.50
T731	Senior Information Technology Technician	38	22.94	24.08
T276	Senior Programmer	57	35.33	37.10
T158	Staff Resources Center Assistant	28	18.27	19.18
T641	Student Affairs Specialist	44	26.29	
T124	Student Personnel Assistant	28	18.27	19.18
T683	Student Support Specialist	38	22.94	24.08
T707	TANF/CalWORKs Specialist	38	22.94	24.08
T271	Telecommunications System Coordinator	57	35.33	37.10
T272	Telecommunications System Designer	57	35.33	37.10
T234	Theatre Technician	28	18.27	19.18
T284	Ticket Office/Customer Relations Assistant—Visual & Performing Arts Center	28	18.27	
T630	Tutorial Services Assistant	35	21.42	22.50

Board Approved:

Los Rios Community College District
Salary Schedule for Temporary Classified Employees
Maintenance/Service

DRAFT
Effective December 25, 2022

Job Code	Title	Range	Part Time Hourly Rate
T210	College Safety Officer	31	20.04
T206	Custodian	21	16.20
T230	Environmental Systems Technician	37	22.78
T256	Equipment Mechanic I	35	21.82
T253	Equipment Mechanic II	39	23.84
T221	Grounds Irrigation Specialist/Groundskeeper	31	20.04
T220	Grounds Maintenance Technician	31	20.04
T211	Groundskeeper	23	16.89
T209	Head Custodian	25	17.64
T258	Head Grounds Maintenance Technician	35	21.82
T213	Head Groundskeeper	27	18.38
T239	Lead Custodian	23	16.89
T251	Lead Equipment Mechanic	41	24.87
T263	Lead Maintenance Cabinetmaker	41	24.87
T250	Lead Maintenance Electrician	42	25.44
T218	Lead Maintenance Electronic/Alarm Technician	42	25.44
T235	Lead Maintenance HVAC Mechanic	42	25.44
T252	Lead Maintenance Painter	41	24.87
T227	Lead Maintenance Plumber	42	25.44
T278	Lead Maintenance Technician	33	20.89
T232	Lead Physical Education/Athletic Attendant	24	17.25
T245	Maintenance Cabinetmaker	39	23.84
T262	Maintenance Carpenter	39	23.84
T246	Maintenance Electrician	39	23.84
T261	Maintenance Electronic/Alarm Technician	39	23.84
T243	Maintenance HVAC Mechanic	39	23.84
T244	Maintenance Locksmith/Glazier	39	23.84
T247	Maintenance Painter	39	23.84
T248	Maintenance Plumber	39	23.84
T255	Maintenance Roofer/Carpenter	39	23.84
T215	Maintenance Technician I	29	19.17
T222	Maintenance Technician II	31	20.04
T260	Mechanical/Electrical Systems Technician	37	22.78
T233	Physical Education/Athletic Attendant	22	16.54
T259	Police Detective	49	29.22
T850	Receiving Clerk/Storekeeper	24	17.25
T203	Stock Clerk	21	16.20
T226	Toolroom Equipment Attendant	23	16.89
T204	Utility Worker	21	16.20

Los Rios Community College District
Salary Schedule for Special Rate - Temporary Classified Employees

DRAFT
Effective: December 25, 2022

Job Code Number	Miscellaneous Services	Part Time Hourly Rate
0080	Art Model	\$17.50
0023	Campus Patrol*	\$18.30 \$18.80
0044	College Reserve Police Officer*	\$35.81 \$38.14
0022	Police Cadet to Officer*	\$18.38 \$21.31
0042	Police Communication Dispatcher*	\$28.67 \$30.10
0045	Reader/Tutor I	\$15.80 \$16.30
0052	Reader/Tutor II	\$16.80 \$17.30

Community Swimming/Sports Programs

0021	Assistant Athletic Trainer*	\$24.22	\$25.48
0043	Assistant Coach	\$18.27	\$19.18
0025	Assistant Sports Program Director	\$15.80	\$16.30
0041	Athletic Trainer*	\$25.22	\$26.48
0085	Intercollegiate Game Technician	\$15.80	\$16.30
0030	Lifeguard I (Lifeguard Training**)	\$15.80	\$16.30
0035	Lifeguard II (Community Water Safety**)	\$16.80	\$17.30
0050	Specialty Coach	\$21.00	
0020	Sports Program Director	\$26.25	
0005	Swimming Instructor I (CPR, First Aid, Community Water Safety**)	\$15.80	\$16.30
0010	Swimming Instructor II (Lifeguard Training*)	\$16.80	\$17.30

Special Projects

0077	Special Projects - Range I ***	\$15.80 to \$49.99	\$16.30 to \$49.99
0077	Special Projects - Range II ****	\$50.00 to \$100.00	

* Position is subject to the minimum qualifications as noted on the job description.

** Position requires employee to possess and maintain valid certificate(s) as noted.

*** Must be approved by Vice President of Administration.

**** Must be approved by HR administrator.

Board Approved:

Los Rios Community College District
Salary Schedule for Temporary Interpreter - Temporary Classified Employees

DRAFT

Effective: December 25, 2022

Number	Title	<i>Part Time Hourly Rate:</i>	Level I	Level II	Level III	Level IV
081	Student Intern		\$15.80 \$16.30	\$16.80 \$17.30	-----	-----
082	Beginning Interpreter		\$17.00 \$17.50	\$18.00 \$18.50	\$19.00 \$19.50	\$20.00 \$20.50
083	Intermediate Interpreter		\$20.00 \$20.50	\$22.00 \$22.50	\$24.00 \$24.50	\$26.00 \$26.50
084	Advanced Interpreter		\$32.00	\$35.00	-----	-----

Board Approved:

**Los Rios Community College District
Temporary Interpreter Salary Schedule Requirements**

Level	Educational Requirements		Skills/ Education	Code of Ethics Required?
Level I Student Intern	Enrolled in ASL 3 (or) Equivalent	and	Demonstrated sign communication skills adequate for this level.	No
Level II Student Intern	Demonstrate competency for this level of placement.	and	Satisfactory skills assessment for this level.	No
Beginning Interpreter	Currently enrolled in or completion of Interpreter Training Program or documentation of interaction and/or contact with the Deaf community (or) Demonstrated equivalent skill.	and	Range advancement contingent upon completion of additional skills enhancement training and a skills assessment evaluation.	No
Intermediate Interpreter	Satisfactory completion of the Interpreter Training Program or documentation of interaction and/or long term contact with the Deaf community (or) satisfactory skills assessment evaluation for this level.	and	Range advancement contingent upon completion of additional skills enhancement training and a skills assessment evaluation.	Must complete a Code of Ethics Class within 2 semesters of hiring (This Code of Ethics requirement is also covered under the EIPA assessment & a written exam through RID.)
Advanced Interpreter (I)	Currently enrolled in or completed and ITP program or documentation of interaction and/or long term contact with the Deaf community (or) satisfactory skills assessment evaluation for this level.	and	Interpreters in this category are expected to demonstrate speed and sophistication in the voice-to-sign and sign-to-voice interpretations. Demonstrate through the assessment process an ability to handle subject matters of a complex nature.	Must complete a Code of Ethics Class within 2 semesters of hiring (This Code of Ethics requirement is also covered under the EIPA assessment & a written exam through RID.)
Advanced Interpreter (Level II)	RID Certification ** Any certification recognized through the NRID (National Registry of Interpreters)	and	Interpreters in this category are expected to demonstrate speed and sophistication in the voice-to-sign and sign-to-voice interpretations and upon request will go through the evaluation process at DSPS.	Code of Ethics requirement included in Certification process.

National certification considered to be: RID CSC, IC/TC, CI, CT; NAD 4 or 5; EIPA 4 and up plus passing the written portion of the EIPA,RID-NAD National Interpreter Certification (NIC)

**RID is currently revamping the acronyms for each certification. Update to follow.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Short-Term Temporary Employees	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item L	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	<input checked="" type="checkbox"/>
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King	ACTION	
		INFORMATION	

BACKGROUND:

Pursuant to Education Code 88003, Governing Boards are to specify the service required to be performed by short-term temporary employees within specified classifications, indicating the duration of employment.

STATUS:

The District continues to have a need for short-term temporary employees. The attached document estimates the District's need for temporary employees from January 1, 2023 to June 30, 2023.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the attached list of district-wide anticipated short-term temporary employee classifications, authorizing employment of short-term employees for the period January 1, 2023 through June 30, 2023. The Human Resources Department will place the names of the short-term temporary employee hires on the subsequent Board Agendas.

Los Rios Community College District
Short-Term Temporary Employees Anticipated Districtwide Need
January 1, 2022 through June 30, 2022

Account Clerk I	13	Instructional Svcs Assist I	1
Account Clerk II	10	Intermediate Interpreter	2
Account Clerk III	6	Intrcollegiate Game Technician	10
Administrative Asst. I	11	IT Specialist I	1
Admissions/Records Clerk I	6	Laboratory Technician	17
Admissions/Records Clerk II	6	Library Technician	5
Admissions/Records Clerk III	2	Lifeguard I	1
Admissions/Records Evaluator I	2	Lifeguard II	1
Advanced Interpreter	5	Maintenance Technician I	5
Alternate Media Design Special	3	Maintenance/Operations Clerk	1
Art Model	3	Media Systems/Resources Tech I	1
Assistant Athletic Trainer	2	Outreach Specialist	18
Assistant Coach	97	PE/Athletic Attendant	4
Asst. Financial Aid Officer	5	Police Comm Dispatcher	3
Athletic Trainer	19	Printing Services Operator I	1
Beginning Interpreter	32	Printing Services Operator II	2
Campus Patrol	103	Programmer I	1
Child Dev Ctr Assoc. Teacher	9	Public Relations Technician	1
Child Dev Ctr Teacher	4	Reader/Tutor I	62
Child Development Center Clerk	1	Reader/Tutor II	15
Clerk I	150	Recruit Training Officer	3
Clerk II	24	Research Analyst	1
Clerk III	35	Senior IT Technician	2
Counseling Clerk I	7	Special Projects	253
Counseling Clerk II	8	Specialty Coach	5
Custodian	50	Student Affairs Specialist	1
Digital Comms & Web Specialist	1	Student Personnel Assistant	116
DSP&S Clerk	7	Student Support Specialist	27
Educational Media Design Spec	1	Swimming Instructor I	10
Financial Aid Clerk I	36	Swimming Instructor II	7
Financial Aid Clerk II	15	TANF/CalWORKs Specialist	3
Financial Aid Officer	5	Toolroom Equip Attendant	2
Graphic Designer	2	Tutorial Services Assistant	5
Groundskeeper	3	Utility Worker	2
Health Services Assistant	9	Web & Media Design Specialist	1
Instructional Assistant	202		

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Human Resources Transactions	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item M	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Human Resources transactions on the attached pages.

MANAGEMENT

APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Laflam, Jennifer M.	Dean of Institutional Effectiveness and Innovation (M.A., California State University, Sacramento)	12/15/22
<u>Cosumnes River College</u>		
Wassmer, Dana W.	Associate Vice President of Instruction and Economic Workforce Development (M.A., Michigan State University)	12/15/22
Wilson, Trinity N.	Project Director (X) of TRIO Upward Bounds Programs (M.B.A., Mills College)	12/15/22
<u>District Office</u>		
Tate, Dana S.	Director (V) of Financial Aid (B.A., California Baptist University)	01/03/23
<u>Sacramento City College</u>		
Estabrook, Paul H.	Dean of Technology and Innovation (M.A., California State University, Sacramento)	01/01/23
Giordano, Rose M.	Dean of Education and Health Professions (Ph.D., University of California, Davis)	01/01/23

APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>District Office</u>		
Garcia, Yolanda D.	Associate Vice President of Student Resources, Financial Aid (M.A., University of LaVerne)	01/03/23 – 12/31/23
Luppino, Roxanne M.	Regional K-16 Education Collaboratives Grant Project Director (V) (M.B.A., California State University, Chico)	12/5/22 – 06/30/23
Prizhbilov, Olga S.	Director (VII) of Refugee Career Pathways (M.A., California State University, Sacramento)	01/01/23 - 12/31/23

MANAGEMENT

APPOINTMENT(S) TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Laflam, Jennifer M.	Interim Dean of Institutional Effectiveness and Innovation (M.A., California State University, Sacramento)	03/01/22 - 12/14/22 (Revised)
Windham, Adam T.	Interim Associate Vice President of Instruction and Enrollment Management (M.S., San Francisco State University)	12/01/22 - 06/30/23
<u>Cosumnes River College</u>		
Hubbard, Kristian H.	Interim Dean of Health and Human Services/Agriculture, Food and Natural Resources (M.A., Columbia Southern University)	08/15/22 - 06/30/23 (Revised)
Mendoza Plascencia, Oscar A.	Interim Director (IV) of Student Equity and Engagement (M.A., California State University, Sacramento)	01/10/22 – 03/03/23 (Revised)
Wilson, Trinity N.	Interim Project Director (X) of TRIO Upward Bounds Programs (M.B.A., Mills College)	06/16/22 – 12/15/22 (Revised)

District Office

Garcia, Yolanda D.	Interim Associate Vice President of Student Resources, Financial Aid (M.A., University of LaVerne)	08/09/22 – 01/02/23 (Revised)
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RESIGNATION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Dixon, Melanie R.	College President	12/17/22

FACULTY

APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>		
Anderson, David L. C. (B.A., San Francisco Art Institute)	Aviation Assistant Professor	01/12/23
Neilson, Wendy N. (B.A., Colorado State University)	Occupational Therapy Assistant (OTA) Assistant Professor	01/12/23

APPOINTMENT(S) TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Chavez, Lauren S. (M.A., Gratz College)	Anthropology Assistant Professor, L.T.T.	01/12/23 – 05/18/23
Clark, Seth C. (Ph.D., University of California, Davis)	History Assistant Professor (African-American History), L.T.T.	01/12/23 – 05/18/23
Zambello, Giancarlo (M.S. California State University, Chico)	Psychology Assistant Professor, L.T.T.	01/12/23 – 05/18/23
<u>Folsom Lake College</u>		
Garcia, William L. (M.S., Indiana University)	Kinesiology, Health & Athletics Assistant Professor (20%) / Coordinator (80%), L.T.T.	01/01/23 – 06/30/23
<u>Sacramento City College</u>		
Barrett, James M. (Ph.D., University of California, Davis)	Economics Assistant Professor, L.T.T.	01/12/23 – 05/18/23

LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>American River College</u>			
Hong, Tamlyn W. J.	Physical Science Professor	Personal (48%)	01/12/23 – 05/18/23
Loucks, Stuart	Physics Professor	Type C	01/12/23 – 05/18/23
Sullivan-Torrez, Kathleen E.	Physical Education Professor	Personal	12/15/22 – 12/14/23

FACULTY

LEAVE(S) OF ABSENCE (continued)

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>Cosumnes River College</u>			
Fortin, Cheri L.	Theater Arts Professor	Medical	08/08/22 – 02/28/23 (Revised)
<u>Sacramento City College</u>			
Harvey, Jonathan P.	Mathematics Professor	Personal	09/13/22 – 12/14/22 (Revised)
Seddon, Christopher T.	Design Lab Coordinator	Medical	11/07/22 – 01/06/23

PLACEMENT(S) ON 39-MONTH RE-EMPLOYMENT LIST

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>		
Harvey, Jonathan P.	Mathematics Professor	12/15/22

RELEASED FROM 39-MONTH RE-EMPLOYMENT LIST

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>		
Hunter, Mark A.	Mathematics/Statistics Professor	12/05/22

RESIGNATION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Jones, Stanley M.	Horticulture Assistant Professor	12/16/22
Skelton, Nathan	Funeral Service Education Professor	12/16/22
<u>Sacramento City College</u>		
Lam, George	Business Professor	12/16/22

FACULTY

RETIREMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
Martin, Eric E.	Paramedic Professor (After 23 years of regular service)	12/16/22
Pollard, Margaret P.	Accounting Professor (After 22 years of regular service)	12/16/22
Richardson, Ronald E.	Kinesiology Professor/Athletic Coordinator (After 22 years of regular service)	12/16/22

American River CollegeFolsom Lake College

TEMPORARY, PART-TIME EMPLOYEES Fall 2022
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
**(A1) Adams,Jane P.	Counselor	19 %
**(A1) Adams,Jane P.	Counselor	41 %
Camacho-Tejeda,Jose A.	Welding Technology	15 %
Cardenas,Victor A.	Academic Guidance	20 %
Cardenas,Victor A.	Counselor	1 %
Casillas,Griselda	Counselor	7 %
**(B2) Chapek,Carl W.	Software Applications	18 %
Dang,Tina G.	Counselor	3 %
Dedonder,Brian P.	Administration of Justice	1 %
Evans,David N.	ESL Integrated	3 %
Fusco,Sandro	Coordinator	49 %
Halstead,Krishna M	Administration of Justice	1 %
Herman,Kathryn M.	Counselor	32 %
Hernandez,Tania	Counselor	1 %
Hisel,Kathleen L.	Counselor	45 %
Hughes,Heather V.	Counselor	59 %
Kientz,Michelle L.	Counselor	48 %
Kopf,Katelyn N	Administration of Justice	1 %
Laird,Brian B.	Administration of Justice	1 %
Leo,Regina S.	Counselor	51 %
Liu,Ka Man	Biomedical Instrumentation	24 %
Lopez,Anjelica M.	Counselor	21 %
Marchi,Annemarie A.	Registered Nursing	20 %
Miranda,Mee	Counselor	6 %
Miranda,Yolanda O.	Counselor	6 %
Nielsen,Ruth C.	Counselor	18 %
Oakleaf,Donovan Emmanuel	Dramatic Arts	2 %
Pecoraro,Victor	Administration of Justice	1 %
Pizano,Claudia D	Counselor	1 %
Stark,Stacey L.	Registered Nursing	10 %
Woo,Harvey K	Administration of Justice	1 %
Wright,Willie C	Administration of Justice	1 %

TEMPORARY, PART-TIME EMPLOYEES Fall 2022
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Adame,Ryan P	Dramatic Arts	45 %
Alonso,Emily M.	General Work Experience	7 %
Bush,Amy E.	Librarian	4 %
De Mars,Eva	Physical Education	49 %
Edmonds,Jason L.	Anthropology	16 %
Evoy,Angela M	Anthropology	16 %
Maduchukwu,Ifeanyi E.	Accounting	47 %
Marslek,Michael R.	Accounting	47 %
Sproul,Andrea S	Geography	20 %

FTE appearing as 0% for the current or upcoming semester is pending determination of assignment / load. FTE in previous semesters will appear as 1% for assignments between 0% and 1%. * = New Employee ** = Returning Employee

Employees hired under equivalency criteria pursuant to Ed. Code Section 87359, Title V, Section 53430(a), and Board Policy 5123 will be identified as follows: A1;A3;A4;B1;B2;B3;B4=Experience / Education | A2 = Education | A5;B5 = Experience

TEMPORARY, PART-TIME EMPLOYEES Fall 2022
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Atiabet,Evelyne	Certified Nurse Assistant	14 %
Gross,Bryan E.	Psychology, General	5 %

TEMPORARY, PART-TIME EMPLOYEES Fall 2022
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Morris,Jennifer K.	Child Development/Early Care and Education	40 %
**(A1) Rodriguez,Julie L.	Psychology, General	50 %
Stieferman,Rachel Latter	Psychology, General	25 %

TEMPORARY, PART-TIME EMPLOYEES Fall 2022
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Beyrer,Kimberlee M.D.	Counselor	24 %
Failing,Xuan-Thu T.	Dental Hygienist	28 %
Hill,Deirdre R.	Counselor	44 %
Hill,Deirdre R.	Counselor	4 %
Jackson,Angela M.	Coordinator-Instruct LAB	36 %
Marie,Heidi M.	Drafting Technology	28 %
Piskun,Yelena	Counselor	38 %
Piskun,Yelena	Counselor	3 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2022
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Allie,Diana J.	Academic Guidance	20 %
Kem-Rivera,Toladette	Counselor	20 %
Nazareno,Randy P.	Counselor	12 %
Rodgers,Monique R.	Registered Nursing	10 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2022
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Chappell,Mike L.	Counselor	2 %
Davtian,Anna	Coordinator-Instruct LEC	20 %
Duffy,Marjorie B.	Software Applications	40 %
Ellis,John J.	Architectural Drafting	30 %
**(A5) Fortin,Cheri L.	Dramatic Arts	40 %
Garcia,Yolanda C.	Coordinator	2 %
Martinez-Alire,Crystal D.	Counselor	2 %
Parilo,Margaret S.	Accounting	53 %

FTE appearing as 0% for the current or upcoming semester is pending determination of assignment / load. FTE in previous semesters will appear as 1% for assignments between 0% and 1%. * = New Employee ** = Returning Employee

Employees hired under equivalency criteria pursuant to Ed. Code Section 87359, Title V, Section 53430(a), and Board Policy 5123 will be identified as follows: A1;A3;A4;B1;B2;B3;B4=Experience / Education | A2 = Education | A5;B5 = Experience

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2022
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abraham,Linda D.	Biology, General	20 %
Al Juboori,Suha H.	Computer Programming	27 %
Brinkley,Amy E.	Librarian	3 %
Oberth,Christine H.	Biology, General	15 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2022
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Block,Angela M.	Sociology	25 %
Cypret,Phillip B.	Aviation and Airport Management and Service	20 %
DeMartini,Dawna L.	English	3 %
Frank,Paul E.	Political Science	20 %
Lepe-Rodriguez,Leonela G.	Counselor	3 %
Miller,Nicholas B.	Sociology	20 %
Newman Ritchards,Toni J.	Counselor	2 %
**(A1) Spangler,Rachel I.	English	3 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2023
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abed,Ali A.	Chemistry, General	32 %
Alvarez,Pelayo	Natural Resources	29 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2023
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abdullateef,Ali M	Architecture and Architectural Technology	27 %
Adame,Ryan P	Dramatic Arts	20 %
Adams,Ashleigh N.	Speech Communication	20 %
Ahearn,Thomas T.	English	60 %
Allen,Cheryl A.	Child Development/Early Care and Education	20 %
Alop,Iris H	English	40 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2023
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abeyta,Steven V.	English	60 %
Aghabeigi,Farah	Accounting	27 %
Alford,Purificacion M.	Spanish	35 %
Allen,Stephanie Dawn	Computer Programming	27 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2023
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Al Juboori,Suha H.	Computer Programming	35 %

FTE appearing as 0% for the current or upcoming semester is pending determination of assignment / load. FTE in previous semesters will appear as 1% for assignments between 0% and 1%. * = New Employee ** = Returning Employee

Employees hired under equivalency criteria pursuant to Ed. Code Section 87359, Title V, Section 53430(a), and Board Policy 5123 will be identified as follows: A1;A3;A4;B1;B2;B3;B4=Experience / Education | A2 = Education | A5;B5 = Experience

CLASSIFIED

APPOINTMENT(S)		<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Ballesteros, Lauren K.	Student Support Specialist	CRC	11/21/22		
Cano, Marissa E.	Child Development Center Lead Teacher, 9 months	CRC	11/14/22		
Gutierrez-Navarro, Crystal	Police Communication Dispatcher	DO	11/14/22		
Medina, Natalie	Financial Aid Clerk II	ARC	11/14/22		
Michelson, Brooke M.	Student Personnel Assistant-Counseling	ARC	12/12/22		
Mow, Jessica R.	Student Support Specialist, 10 months	CRC	11/21/22		
Nuno, Jose T.	Custodian	SCC	11/07/22		
Pettway, Jamie N.	Custodian	SCC	11/17/22 <i>(Revised)</i>		
Rodrigues, Michael D.	Maintenance Plumber	FM	12/19/22		
Still, Alicia M.	Educational Center Supervisor	SCC	12/19/22		
Swanson, Heather	Athletic Trainer	ARC	11/14/22		
LEAVE(S) OF ABSENCE		<u>Name</u>	<u>Position</u>	<u>Type of Leave</u>	<u>Assigned to</u>
Barkley, Emily J.	Student Personnel Assistant- Personal, Student Services	20%	CRC	08/20/22-12/15/22	
Cervantes, Jordan P.	Student Personnel Assistant- Personal, Student Life	25%	CRC	08/20/22-12/15/22	
Ellis, Brandon L.	Instructional Assistant- Physical Education/Athletics	Personal, 43.4%	CRC	01/14/23-05/18/23	
PROMOTION(S)		<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Covarrubias, Jose	Receiving Clerk/Storekeeper, 100% (Utility Worker, 75%)	ARC ARC)	11/28/22		

CLASSIFIED

PROMOTION(S) CONTINUED			
<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Engelsgaard, Gizella L.	Accountant (Instructional Services Assistant II)	DO ARC)	12/05/22
Kovalenko, Andrey	Senior Information Technology Technician- Lab/Area Microcomputer Support (Laboratory Technician-Builder/Maker)	SCC SCC)	11/14/22
Kravchuk, Alina	Administrative Assistant III (Administrative Assistant I)	FLC FLC)	11/28/22
Kwok, Wing Y.	Instructional Services Assistant II, 100% (Clerk III, 75%)	CRC CRC)	10/17/22 <i>(Revised)</i>
Nand, Gurpreet	Accountant (Account Clerk III)	DO DO)	12/05/22
Spencer, Caitlyn N.	Outreach Specialist (Student Personnel Assistant-Student Services	ARC ARC)	11/21/22

RELEASED FROM EMPLOYMENT (PROBATIONARY)			
<u>Employee ID#</u>	<u>Position</u>	<u>Assigned To</u>	<u>Effective Date(s)</u>
1623296	Account Clerk II	SCC	11/30/22

RESIGNATION(S)			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Akhromtsev, Sergey S.	Alternate Media Design Specialist	ARC	12/10/22
Carpio, Kevin J.	Library Technician	SCC	11/15/22
Denley-Willis, Kimberly	Accountant	DO	01/01/23
Farrell, Kevin G.	Maintenance HVAC Mechanic	FM	11/05/22
Garcia, William L.	Athletic Trainer	FLC	01/03/23
Lamparas, Ritchie R.	Maintenance HVAC Mechanic	FM	11/03/22

CLASSIFIED

RESIGNATION(S), CONTINUED			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Lee, Brianna T.	Admissions/Records Evaluator I	ARC	10/07/22
Siniyaya, Yelena	Accountant	DO	11/19/22
Turner, Olivia A.	Clerk III	ARC	10/28/22
Unquera, Meghan A.	Instructional Assistant-Costuming & Makeup, 30%, 10 months	ARC	12/16/22

RETIREMENT(S)			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Atkinson, Laura	Senior Information Technology Technician- FLC Lab/Area Microcomputer Support (After 10+ years of regular service)		01/04/23
Garcia, Jaime E.	Custodian, 50% / Stock Clerk, 50% (After 5+ years of regular service)	SCC	11/01/22

Temporary Classified Employees
 Education Code 88003 (Per AB 500)
The individuals listed below are generally working in short term, intermittent or interim assignments during the time frame designated,

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>American River College</u>			
Angel, Jimena M	Outreach Specialist	11/21/2022	06/30/2023
Barriga, Angela S	Outreach Specialist	10/03/2022	06/30/2023
Caybut, Avis C.	Recruit Training Officer	09/01/2022	06/30/2023
Fechter, Maren A	Counseling Clerk I	10/31/2022	06/30/2023
Gomez, Oscar A.	Student Personnel Assistant	09/25/2022	06/30/2023
Hansen, Miranda R	Instructional Assistant	01/03/2023	06/30/2023
Hosseini, Mustafa	Tutorial Services Assistant	09/01/2022	06/30/2023
Jennings, Nolan	Custodian	10/27/2022	06/30/2023
Klymenko, Olha	Account Clerk I	10/25/2022	06/30/2023
Kotcher, Lindsie S	Student Support Specialist	11/15/2022	06/30/2023
Leard, Marcella A.	Clerk III	11/01/2022	06/30/2023
Mason, Sara L.	Child Dev Ctr Assoc. Teacher	10/25/2022	06/30/2023
Monroy, Iber J	Specialty Coach	10/24/2022	06/30/2023
Mudd, Jordan D.	Instructional Assistant	10/25/2022	06/30/2023
Neuman, Christine R	Instructional Assistant	10/24/2022	06/30/2023
Pidsadna, Natalia	Library Technician	11/25/2022	06/30/2023
Richardson, Laurel C.	Student Support Specialist	11/15/2022	06/30/2023
Scott, Dorenne C	Counseling Clerk II	09/25/2022	06/30/2023
Seawell, Jenica D.	Assistant Coach	10/28/2022	06/30/2023
Shevchuk, Natalia	Custodian	10/04/2022	06/30/2023
Tyler, Matthew K	Assistant Coach	10/27/2022	06/30/2023
Yahyabeik, Aril	Laboratory Technician	11/14/2022	06/30/2023
Yim, Richard P	Instructional Assistant	09/19/2022	06/30/2023
Zhong, Linda	Laboratory Technician	10/17/2022	06/30/2023

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Cosumnes River College</u>			
Estrada, Estela	Custodian	11/09/2022	06/30/2023
Henderson, Carlee R	Special Projects	11/01/2022	06/30/2023
Muhammad, Bilal S	Financial Aid Clerk I	10/27/2022	06/30/2023
Nelson, Sean C.	Instructional Assistant	10/13/2022	06/30/2023
Perez Rosas, Erick	Clerk I	10/18/2022	06/30/2023
Savage, Stephen	Art Model	10/17/2022	06/30/2023
Vang, Jessica M	Student Support Specialist	10/18/2022	06/30/2023
Vue, Muamong F	Student Support Specialist	10/21/2022	06/30/2023

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>District Office / Business and Economic Development Center / Facilities Management / Police Services</u>			
Alvarez-Bailey, Katarina Anne	Outreach Specialist	11/15/2022	06/30/2023
Barrett, Brian Charles	Special Projects	11/14/2022	06/30/2023
Baxter, Deborah	Clerk III	10/25/2022	06/30/2023
Baxter, Deborah	Clerk III	10/25/2022	06/30/2023
Camp, Laurie L.	Special Projects	10/25/2022	06/30/2023
Crisp, MarCia L	Special Projects	10/25/2022	06/30/2023
Gutierrez-Navarro, Crystal	Police Comm Dispatcher	11/07/2022	06/30/2023
Helfand, Angelique	Campus Patrol	11/29/2022	06/30/2023
Helfand, Angelique	Campus Patrol	11/29/2022	06/30/2023
Martel, Francesca M.	Special Projects	10/25/2022	06/30/2023
Nieto, Angela L	Special Projects	10/25/2022	06/30/2023
Papajohn, Tasia	Special Projects	11/01/2022	06/30/2023
Simmons-Bartholome, Alyse E	Special Projects	10/25/2022	06/30/2023
Valerio, Emily L.	Special Projects	10/25/2022	06/30/2023
Yakuta, Yuliya	Special Projects	10/25/2022	06/30/2023
Ycmat, Dalisay B	Special Projects	10/25/2022	06/30/2023
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Folsom Lake College</u>			
Bakhtvar, Aurash K	Reader/Tutor I	11/01/2022	06/30/2023
Dutta, Tristen J.	Clerk III	11/25/2022	06/30/2023
Hartman, Raymond R	Special Projects	11/02/2022	06/30/2023
Magadia, Danielle	Special Projects	11/25/2022	06/30/2023
Quinn, Aileen M	Reader/Tutor I	11/01/2022	06/30/2023
Tharratt, William Leo	Special Projects	10/31/2022	06/30/2023
Vasanthan, Avigna	Reader/Tutor I	11/25/2022	06/30/2023
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Sacramento City College</u>			
Burris, Katherine R	Special Projects	11/07/2022	06/30/2023
Carroll, Phillip J.	IT Technician I	10/03/2022	06/30/2023
Frazier, Floyd A	Clerk I	10/26/2022	06/30/2023
Gonzalez Echeverry, Lidia J.	Instructional Assistant	10/24/2022	06/30/2023
Greene, Quentin B	Assistant Coach	11/10/2022	06/30/2023
Hamilton, Debra Jean	Special Projects	10/28/2022	06/30/2023
Hare, Sofia A	Special Projects	11/14/2022	06/30/2023
Hutton, Jonathan P.	Assistant Coach	11/01/2022	06/30/2023
Jibok, Samantha D.	Student Personnel Assistant	10/01/2022	06/30/2023
Leonard, Sophia Rose	Clerk II	10/31/2022	06/30/2023
Metzger, Matthew E.	Special Projects	10/25/2022	06/30/2023

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
Pacheco, Joseph B.	Special Projects	09/12/2022	06/30/2023
Phung, Mindy	Student Support Specialist	10/26/2022	06/30/2023
Rachath Retamozo, Ivan A.	Special Projects	11/14/2022	06/30/2023
Ramirez, Moises G	Student Personnel Assistant	10/25/2022	06/30/2023
Takeda, Jake A	Clerk I	11/21/2022	06/30/2023
Thouchalanh, Loveleigh B.	Administrative Asst. I	11/15/2022	06/30/2023
Tran, Linh M.	Clerk I	11/07/2022	06/30/2023

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Board Policy Amendments: P-3221 Compensation and Reimbursement	ATTACHMENT: Yes
		ENCLOSURE: None
AGENDA ITEM:	First Reading Item A	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Jacob Knapp, General Counsel <i>Jac Knapp</i>	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	FIRST READING X ACTION INFORMATION

BACKGROUND:

The Board of Trustees commits a significant amount of time setting District policy, providing oversight for District resources, and supporting the District's students and employees. Los Rios is a statewide leader with a well-deserved reputation for economic prudence and stability.

While District employee groups routinely receive annual increases in compensation, board compensation has remained the same for more than fourteen years. Education Code Section 72024 provides parameters for the compensation of members of boards of trustees in the State of California. There is a desire to amend the current board policy on compensation to align the District's practice with Education Code Section 72024(e), which authorizes a board of trustees to increase the compensation of its members annually in an amount not to exceed 5 percent based on the present monthly rate of compensation.

STATUS:

The proposed Policy amendment, if adopted, would institute an annual review of board member compensation at its Annual Organization Meeting and, consistent with Education Code Section 72024(e), would allow the board to increase member compensation by up to five percent consistent with Education Code 72024(e). The proposed amendment would also clarify that members of the Board of Trustees are eligible for health and dental benefits offered to District contract officers.

RECOMMENDATION:

The attached amendments to Board Policy P-3221 Compensation and Reimbursement are presented for a first reading.

1.0 Remuneration (Ed. Code, § 72024)

Style Definition: Heading 1

1.1 Compensation for Services

- 1.1.1 Compensation for services rendered shall be determined by legal provisions governing such payment.
- 1.1.2 Each member of the Los Rios Community College District Board of Trustees, including the Student Trustee, shall receive as compensation for services the full amount as provided for in Education Code, section 72024.

1.2 Consistent with Education Code section 72024(e), the Board of Trustees shall, at its Annual Organization Meeting, consider an increase in board member compensation beyond the limits delineated in this section, in an amount not to exceed five (5) percent based on the present monthly rate of compensation. Absence from Meeting

- 1.2.1 Any Trustee who does not attend all meetings held by the Board of Trustees in any month may receive no more than a pro rata share of the number of meetings actually attended based upon the compensation established in section 1.1 above.
- 1.2.2 A Trustee shall be paid for any meeting when absent if the Board of Trustees adopts a resolution that at the time of the meeting the Trustee was performing other services for the Los Rios Community College District, was ill, was on jury duty, or the absence was due to a hardship deemed acceptable by the Board of Trustees. This Board of Trustees shall consider this resolution once a year for the prior year's meetings. Trustees that report an excused absence shall regularly receive compensation for the meeting(s) missed during the year; however, if an absence is deemed unexcused, the Trustee shall be required to reimburse the District for that absence.
- 1.2.3 A Trustee, including the Student Trustee, may be paid in any calendar year for the first two absences in a calendar year if the Board of Trustees adopts a resolution that, at the time of the meeting, the Trustee was ill, on jury duty, or the absence was due to a hardship deemed acceptable by the Board of Trustees.

1.3 Payment

- 1.3.1 Warrants for the payment to Trustees for services rendered shall be paid in the same manner as all other service is paid.

Deleted: The Board of Trustees may increase the compensation beyond the limits delineated in this section, in an amount not to exceed five (5) percent based on the present monthly rate of compensation.¹

Deleted: .2

2.0 Reimbursement Authorization

- 2.1 The District provides the reimbursement of expenses incurred by Trustees for the following:
 - 2.1.1 Travel to and from Board of Trustees meetings.
 - 2.1.2 In-District travel to perform District business relating to assignments delegated by the Board of Trustees.
 - 2.1.3 Out-of-District travel and accommodations for conferences and professional meetings.
- 2.2 Authorization to attend meetings and to conduct District business shall be in accordance with approval given at the organization meeting held in conjunction with the first regular meeting in December each year.

3.0 Reimbursement Guidelines

- 3.1 A Trustee shall receive reimbursement for necessary and reasonable expenses as follows:
 - 3.1.1 Payment of mileage on personal cars for travel to and from Board of Trustees meetings shall be at the per mile reimbursement rate established by the Internal Revenue Code.
 - 3.1.2 Payment for in-District travel to perform District business relating to assignments delegated by the Board of Trustees shall be paid at a monthly rate. This payment shall be considered as reimbursement for mileage on personal cars and incidental expenses related to performance of assigned responsibilities. Monthly payment rates are as follows:
 - 3.1.2.1 Board of Trustees President: \$120.00 per month
 - 3.1.2.2 Board of Trustees Vice President: \$70.00 per month
 - 3.1.2.3 Trustee with a delegated assignment: \$60.00 per month
 - 3.1.3 Payment for travel related to attendance at official out-of-District conferences or professional meetings shall be in accordance with Administrative Regulation [R-8341](#).

4.0 Health and Dental Coverage

- 4.1 Coverage for health, medical, and dental insurance is provided for members of the Board of Trustees, including the Student Trustee, through plans adopted by the District.

- 4.2 The District makes a monthly contribution toward the cost of health and dental benefits in accordance with the contribution level for District contract officers.

Deleted: premiums

Deleted: management employees

5.0 Public Employees Retirement System (PERS)/Social Security

- 5.1 Trustees elected after July 1, 1994 are not eligible to participate in PERS (SB 53).
- 5.2 Trustees are automatically covered under Social Security and Medicare.

LRCCD

Policy Adopted: 11/18/64
Policy Revised: 12/5/73; 2/17/76; 9/14/77; 4/5/78; 1/16/80; 1/14/81; 2/17/82; 12/11/85;
5/4/88; 4/5/89; 9/6/89; 11/15/89; 4/17/91; 9/1/93; 6/4/97; 1/17/01; 4/19/06;
12/15/10; 2/11/15; 4/13/16; 10/18/17; 3/17/21
Policy Reviewed: 4/13/16; 10/18/17; 3/17/21
Adm. Regulation: None

Draft

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Folsom Lake College President Employment Agreement	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Action Item A	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	UPR CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King FIRST READING
		ACTION X
		INFORMATION

BACKGROUND:

In September 2022, Folsom Lake College President Whitney Yamamura resigned. An Interim President was appointed while a comprehensive nationwide search process for a new President was conducted in Fall 2022, resulting in a final recommendation by the Chancellor.

STATUS:

Upon completion of the inclusionary search process, it is recommended that Dr. Artemio Pimentel be appointed as President of Folsom Lake College. Dr. Pimentel has over 17 years of community college experience, most recently as President of Woodland Community College. He spent 5 years working at Los Rios and was the Dean of the West Sacramento Center. He earned his Bachelor of Arts in Social Sciences from California State University, Sacramento, Master of Arts in Educational leadership from California State University, Sacramento, and his Doctorate in Education (Ed.D.) from the University of California, Davis. Dr. Pimentel is a strong student advocate who believes in equitable access to higher education for all students. He understands the importance of developing organizational ecosystems that focus on equity and student achievement. Dr. Pimentel has led Woodland Community College in increasing student retention rates by over 5% since 2019, increased enrollment by 9% post pandemic, and expanded Healthcare and behavioral services to all three campuses of WCC through a partnership with the County of Yolo. The material terms of the recommended contract for Dr. Pimentel include:

- A term of January 9, 2023 to June 30, 2024
- A salary of \$254,815.97, including 15-year longevity
- Health and welfare benefits
- Allowance of \$550/month for auto

RECOMMENDATION:

It is recommended that the Board of Trustees approve the hiring of Dr. Artemio Pimentel as President of Folsom Lake College, including the material terms outlined above.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	2021-22 Annual Audit Reports	ATTACHMENT: None	
		ENCLOSURE: Yes	
AGENDA ITEM:	Action Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	Umpz	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING
		ACTION	X
		INFORMATION	

BACKGROUND:

Per Education Code § 84040, the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the Board of Governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy. The audit consists of the examination of the District's financial statements, a review of the systems of internal accounting controls, and a review of state and federal compliance areas mandated by the Federal Single Audit Act and the State Audit Manual. Pursuant to Title 5 CCR § 59106, each district governing board shall review the annual audit at a public meeting and submit the audit report to the California Community College Chancellor's Office.

Eide Bailly LLP completed the June 30, 2022 annual audits of the District, the June 30, 2022 annual financial and performance audit of the Measure M bond fund, the June 30, 2021 annual audit of the retiree health benefits trust, and the June 30, 2022 annual audit of the Foundation. The audits were successfully completed without any significant deficiencies, material weaknesses, or findings for the eleventh consecutive fiscal year.

A representative from Eide Bailly will be present to comment and respond to questions concerning the annual audits.

RECOMMENDATION:

It is recommended that the Board of Trustees receive the annual audits for the 2021-22 fiscal year and the audit for the 2020-21 fiscal year.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	2022-23 Program Development Funds	ATTACHMENT: Yes	
	ENCLOSURE: None		
AGENDA ITEM:	Action Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	Unpr	CONSENT/ROUTINE
			FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	ACTION X
			INFORMATION

BACKGROUND:

Program Development Funds, also referred to as PDF or 20% funds, are the District's discretionary funds for allocation to continuing and one-time-only purposes. The funds are comprised of both prior and current year resources per established formulas. Schedule I summarizes the funds available for the 2022-23 allocation. The overall guidelines for PDF allocations are: 1) to be responsive to the District/Colleges' planning process and related goals and objectives; 2) to address any current or future emphases directed by the Governing Board; 3) to fund mandates or new costs imposed upon the District; 4) to balance the distribution across District-wide needs; and 5) to maintain the District's conservative fiscal practices.

A key factor in the distribution of the funds is matching the type of resource (continuing or one-time-only) to the nature of the allocation. The type of revenue establishes or limits the type of expenditure that can be funded.

For 2022-23, the District has \$3.0 million to allocate toward continuing costs, which includes funding from the Student Centered Funding Formula, less the change in estimate to PDF in 2021-22. These estimates are consistent with those contained in the Adopted Budget approved at the September 2022 board meeting. If the funding formula yields additional on-going resources in 2022-23, those will be included in the 2023-24 Program Development Funds allocation.

The District also has \$20.7 million available for one-time general-purpose of which \$10 million is allocated towards College Capital Outlay Projects.

STATUS:

The proposed allocations contained in Schedule II are organized by the goals outlined in the District's Strategic Plan. Of note, these allocations have been focused on maintaining core elements of the District's services operations and include minimal new items of expenditure this year. Strategy A focuses on establishing pathways for access and success. Strategy B emphasizes equitable academic achievement. Strategy C centers on improving teaching and learning opportunities. Strategy D focuses on creating an outstanding working and learning environment.

The District Budget Committee has reviewed the resources and allocations schedules. The formal approval of the allocations will take place in February when the first budget revision for 2022-23 is brought to the Board.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposals contained in the Program Development Funds effective January 1, 2023.

Los Rios Community College District
Summary of 2022-23 District Program Development Funds
And Selected Categorical/Special Revenue Funds

	Available Funds	Continuing Funds	Non-Cont. or OTO Funds
I. 2020-21 Funding Sources			
Recalculated Final Revenue (20%)	\$ 391,238	\$	391,238
Lottery (unrestricted - 20%)	146,813		146,813
Total 2020-21 Sources	<u>538,051</u>		<u>538,051</u>
II. 2021-22 Funding Sources			
Total Computational Revenue (20%)	1,115,394	(380,762)	1,496,156
Lottery (unrestricted - 20%)	1,341,802		1,341,802
Interest Income	1,653,957		1,653,957
Out-of-State Tuition	(413,237)	(413,237)	-
Mandate Block Grant	285,769		285,769
Recycle/Other	1,449,759	349,090	1,100,669
Total 2021-22 Sources	<u>5,433,444</u>	<u>(444,909)</u>	<u>5,878,353</u>
III. 2022-23 Funding Sources, partial allocation			
Total Computational Revenue (20%)	6,382,747	3,492,703	2,890,044
Interest Income		2023-24	
Out-of-State Tuition		2023-24	
Mandate Block Grant		2023-24	
Lottery (unrestricted - 20%)	1,400,000		1,400,000
Total 2022-23 Sources	<u>7,782,747</u>	<u>3,492,703</u>	<u>4,290,044</u>
Total 2022-23 Program Development Funds	<u>13,754,242</u>	<u>3,047,794</u>	<u>10,706,448</u>
College Capital Outlay Projects	<u>10,000,000</u>		<u>10,000,000</u>
Total Available for 2022-23 PDF Allocation	<u>23,754,242</u>	<u>3,047,794</u>	<u>20,706,448</u>

Los Rios Community College District
Proposed Allocation of Program Development Funds
and Selected Categorical Programs
2022-23 District Strategies

Schedule II

	District-Wide	ARC	CRC	FLC	SCC	DO/FM	Total	One-Time Only	Total
							Continuing		
A. Establish effective pathways that optimize student access and success									
1) <u>Counseling Expansion</u>							-	-	-
a) Allocation to support 900:1 increase - none due to enrollment									
2) Regional K16 Education Collaborative Grant Support	100,000	-	-	-	-	-	-	100,000	100,000
3) <u>Other Student Support Services</u>							-	-	-
a) Student Access Card - ASG Revenue Offset (none due to enrollment)							-	-	-
b) Out of State Tuition above base (none in 2022-23)							-	-	-
c) WEAVE Confidential Reporting	40,000	-	-	-	-	-	-	40,000	40,000
Total Other Student Support Services	40,000	-	-	-	-	-	-	40,000	40,000
Total Strategy A	140,000	-	-	-	-	-	-	140,000	140,000
B. Ensure Equitable Academic Achievement Across all Racial, Ethnic, Socioeconomic and Gender Groups									
1) Open Educational Resources	-	327,564	222,418	175,545	274,473	-	-	1,000,000	1,000,000
Total Strategy B	-	327,564	222,418	175,545	274,473	-	-	1,000,000	1,000,000

Los Rios Community College District
Proposed Allocation of Program Development Funds
and Selected Categorical Programs
2022-23 District Strategies

Schedule II

	District-Wide	ARC	CRC	FLC	SCC	DO/FM	Total	One-Time Only	Total
							Continuing		
C. Provide Exemplary Teaching and Learning Opportunities									
1) <u>Program Expansion/Maintenance</u>									
a) Faculty Stipends - none due to no increase in stipends									-
Total	-	-	-	-	-	-	-	-	-
2) Support for Curriculum Work Activities	-	2,500	2,500	2,500	2,500	-	-	10,000	10,000
3) Instructional Support for Math Department	-	25,000	25,000	25,000	25,000	-	-	100,000	100,000
4) Maintain Programs									
a) College Operation/Discretionary Funds formula	-	7,339	16,280	17,687	34,197	-	75,503	-	75,503
b) JPA - Public Safety Agencies	-	260,000	-	-	-	-	-	260,000	260,000
Total Operational/Discretionary Funds	-	267,339	16,280	17,687	34,197	-	75,503	260,000	335,503
Total Strategy C	-	294,839	43,780	45,187	61,697	-	75,503	370,000	445,503

Los Rios Community College District
Proposed Allocation of Program Development Funds
and Selected Categorical Programs
2022-23 District Strategies

Schedule II

	District-Wide	ARC	CRC	FLC	SCC	DO/FM	Total	One-Time Only	Total
							Continuing		
D. Foster an Outstanding Working and Learning Environment									
1) <u>Employee Training/Development & Recruiting Costs</u>									
a) Staff Development - District Funds	-	61,465	33,894	21,956	48,007	9,678	-	175,000	175,000
b) Less: \$75,000 Continuing from PDF (2004-05)	-	(29,488)	(12,410)	(5,947)	(23,725)	(3,430)	-	(75,000)	(75,000)
c) Staff Development - Net 2022-23 PDF	-	31,977	21,484	16,009	24,282	6,248	-	100,000	100,000
2) Facility Improvement Needs	-	3,472,381	2,126,925	1,559,533	2,841,161	-	-	10,000,000	10,000,000
3) Recruitment and Retention Incentive	545,000	-	-	-	-	-	-	545,000	545,000
4) Employee Out of Pocket Medical Premium (18 Months)	1,522,657	-	-	-	-	-	-	1,522,657	1,522,657
5) Financial Aid & Admissions/Records Operational	319,752	-	-	-	-	-	18,507	301,245	319,752
6) <u>Safety & Security</u>									
a) Operational & Equipment Costs	10,630	-	-	-	-	-	-	10,630	10,630
b) Expand LRPD Recruitment Activities	50,000	-	-	-	-	-	-	50,000	50,000
c) Los Rios Police Department Relocation	1,341,776	-	-	-	-	-	-	1,341,776	1,341,776
Total Safety & Security	1,402,406	-	-	-	-	-	-	1,402,406	1,402,406
7) <u>Plant Maintenance & Enhancement</u>									
a) Planning for Student Housing	200,000	-	-	-	-	-	-	200,000	200,000
b) Grounds Equipment	-	-	-	-	-	239,100	-	239,100	239,100
c) Perimeter Fencing	-	-	80,000	-	-	-	-	80,000	80,000
d) Elevator Phone Replacement	30,000	-	-	-	-	-	-	30,000	30,000
e) Turf Replacement Sinking Fund ¹	740,770	-	-	-	-	-	-	740,770	740,770
Total Plant Maintenance & Enhancement	970,770	-	80,000	-	-	239,100	-	1,289,870	1,289,870
8) <u>Classified Staff Allocations</u>									
a) Reclassifications and Compensation Improvements	321,675	-	-	-	-	-	306,545	15,130	321,675
Total Classified Staff Allocations	321,675	-	-	-	-	-	306,545	15,130	321,675

Los Rios Community College District
Proposed Allocation of Program Development Funds
and Selected Categorical Programs
2022-23 District Strategies

Schedule II

	District-Wide	ARC	CRC	FLC	SCC	DO/FM	Total	One-Time Only	Total
							Continuing		
D. Foster an Outstanding Working and Learning Environment (continued)									
9) <u>Sacramento City College</u>					9,075	-	9,075	-	9,075
a) McClellan Rent Increase (fund as continuing in 2022-23)	-	-	-	-	9,075	-	9,075	-	9,075
10) PERS/STRS 2022-23 on-going	50,000	-	-	-	-	-	50,000	-	50,000
Total Retirement Funding	50,000	-	-	-	-	-	50,000	-	50,000
11) <u>Management</u>									
a) Management Salary Schedule & Step Increases	533,070	-	-	-	-	-	383,885	149,185	533,070
Total Management Allocations	533,070	-	-	-	-	-	383,885	149,185	533,070
12) <u>Information Technology (District-wide)</u>									
a) New and Operational Project Costs	4,669,520	-	-	-	-	-	1,964,279	2,705,241	4,669,520
b) Sinking Fund	500,000	-	-	-	-	-	-	500,000	500,000
District-Wide Information Technology ²	5,169,520	-	-	-	-	-	1,964,279	3,205,241	5,169,520
13) <u>Organizational Costs</u>									
a) Professional Expertise (Legal, Audit, Actuarial, Consultants, etc.)	100,880	-	-	-	-	-	-	100,880	100,880
b) Insurance Premiums	669,834	-	-	-	-	-	240,000	429,834	669,834
c) Dues & Memberships	135,000	-	-	-	-	-	-	135,000	135,000
Total Organizational Costs	905,714	-	-	-	-	-	240,000	665,714	905,714
Total Strategy D	11,740,564	3,504,358	2,228,409	1,575,542	2,874,518	245,348	2,972,291	19,196,448	22,168,739
GRAND TOTAL	11,880,564	4,126,761	2,494,607	1,796,274	3,210,688	245,348	3,047,794	20,706,448	23,754,242

¹ RDA Allocation

² Unrestricted Lottery funds support this allocation

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Folsom Cordova Unified School District	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:

With the passage of Assembly Bill 102, California community college districts are authorized to enter into a College and Career Access Pathways Partnership with a high school district to expand opportunities for high school students to take college courses during the regular school day and for community colleges to claim apportionment. To go forward with this program, the law requires community college districts and high school districts to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the high school district.

STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Folsom Cordova Unified School District. There are no significant differences between this MOU and our standard CCAP MOU template. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college. Beginning Spring 2023, classes will be offered to High School students attending Folsom Cordova Unified School District schools. At the completion of these classes, students will earn credit toward multiple degree or certificate programs within their relevant college's catalog.

RECOMMENDATION:

It is recommended that the Board of Trustees conduct a public hearing; adopt the proposed CCAP MOU between the Los Rios Community College District and Folsom Cordova Unified School District and authorize the Chancellor or his designee(s) to execute the MOU and any future augmentations, amendments, renewals, extensions, or other modifications to the MOU.

**Memorandum of Understanding
Regarding Dual Enrollment
Between the Los Rios Community College District
and
Folsom Cordova Unified School District**

This Memorandum of Understanding (“MOU”) is by and between the Los Rios Community College District and its respective colleges (“LRCCD”), and Folsom Cordova Unified School District (“DISTRICT”).

RECITALS

WHEREAS, LRCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

WHEREAS, DISTRICT is a School District located in Sacramento County;

WHEREAS, the parties desire to enter into a College and Career Access Pathways partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288;

WHEREAS, the purpose of this MOU is to offer and expand dual enrollment opportunities for students who may not already be college-bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and LRCCD;

WHEREAS, the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship;

WHEREAS, this MOU contemplates that the parties will enter into a related Course Agreement (“CA”) for the individual Courses (“Courses”) offered under this MOU, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the parties intend for LRCCD to report full-time equivalent students (“FTES”) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, all Courses will be held within LRCCD's District boundaries;

WHEREAS, this dual enrollment agreement has been approved by the Board of DISTRICT on **November 17th, 2022** and the Board of LRCCD on **December 14th, 2022**;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.
2. **Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both parties sign it. This MOU renews automatically on an annual basis, until either party indicates a desire to change or discontinue the MOU.
3. **Early Termination.** This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in LRCCD Courses under this MOU shall be allowed to complete those Courses prior to the termination of this MOU.

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular Course or Courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.

5. Required Information.

- A. The total number of high school students to be served by this MOU is estimated at approximately 60 students per academic year.
- B. The total number of full-time equivalent students (“FTES”) projected to be claimed by LRCCD for apportionment under this MOU will be calculated using the California Community College apportionment formula and will be determined based on the number of LRCCD units each student participant is enrolled in per academic year. The total number of FTES to be served by this MOU is estimated at approximately 6.1 students per academic year.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:
 - i. Students will complete the College’s Dual Enrollment Application Process for Participation which may include:
 - a. Enroll in a Prerequisite Course if required
 - b. Recommendation and/or requirement to enroll in an entry level college course prior to participation in other general education courses
- D. The point of contact for LRCCD is Deputy Chancellor Jamey Nye. The point of contact for DISTRICT is Sean Martin, Assistant Superintendent, Business Services at Folsom Cordova Unified School District.
- E. All sharing of information between LRCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act (“FERPA”) and California law. Where exceptions to those laws allow LRCCD and the District to share information without the consent of the students, LRCCD and the District will follow the requirements of FERPA and California law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party’s control. Where there is no exception to share student data, a signed, dated release from the student (or parent or legal guardian of a minor student) explicitly authorizing the sharing of personally identifiable information about the student will be required.
- F. LRCCD and DISTRICT shall not utilize Joint Use Facilities. Instruction shall occur on the DISTRICT campuses, LRCCD campuses and/or in online spaces hosted by LRCCD.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by LRCCD. The consent form shall be submitted to and be maintained by LRCCD. Pursuant to LRCCD Policy and Regulation, LRCCD data

concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

6. Required Certifications.

- A. The Board of Trustees of LRCCD and DISTRICT will pass a resolution approving this MOU as required under Education Code section 76004.
- B. All college Course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a Course on a DISTRICT campus will not have been convicted of sex offenses or controlled substance offenses. (Cal. Ed. Code, sections 87010, 80711.)
- D. LRCCD faculty teaching a Course at a DISTRICT campus will not displace or cause the termination of an existing DISTRICT teacher teaching the same course on the DISTRICT campus.
- E. DISTRICT teachers teaching a Course offered for college credit at a DISTRICT school will not displace or cause the termination of an existing LRCCD faculty teaching the same Course at LRCCD.
- F. Community college Courses offered for college credit at the DISTRICT campus will not reduce access to the same Courses offered at LRCCD colleges.
- G. Any LRCCD community college Course that is oversubscribed or has a waiting list at LRCCD will not be offered within the partnership.
- H. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4.
 - I. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges.
 - J. Both LRCCD and DISTRICT will comply with local collective bargaining requirements and all state and federal reporting requirements.

7. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. LRCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and LRCCD is responsible for the Courses.

The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT. This MOU is subject to existing DISTRICT Board Policy on Dual Enrollment.

- B. Enrollment Period. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations. During class time, all students will be under the immediate supervision of an employee of LRCCD. Where a health or safety emergency arises at a class, the school overseeing the course location will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students. Discipline for actions taken during College Courses will be pursuant to the LRCCD Board Policies and Administrative Regulations. For purposes of this paragraph all DISTRICT employees who are teaching the Courses shall be deemed to be employees of LRCCD. the school overseeing the course location shall be responsible for all ADA and Individual Education Plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also DISTRICT personnel.
- G. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.

H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to LRCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- I. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT's sole property. The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students. Students in a Course who are not enrolled in DISTRICT shall be provided course materials, specialized equipment, and other necessary equipment as specified in LRCCD Policies.
- J. Enrollment. Enrollment shall be open to any DISTRICT pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

LRCCD will be responsible for processing student applications. LRCCD will provide the necessary admission forms and procedures and both LRCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

LRCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist LRCCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to LRCCD Board Policy, Education Code sections 76300(f), and 76004, students enrolled in Courses under this MOU shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121

(child development center fees). Students enrolled in these Courses will pay all other applicable fees (i.e. Universal Transit Fee, or other fees, etc.).

- L. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD.
 - M. Ancillary Support Services for Students. Both LRCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
8. **Liaison.** At no cost to the DISTRICT, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and DISTRICT. LRCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the LRCCD's application procedures.
9. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. DISTRICT to Provide Support Services. Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
 - B. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.
10. **Faculty.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. LRCCD to Select and Employ Faculty. LRCCD will select faculty pursuant to its own policies, regulations and the law. DISTRICT personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of DISTRICT, specifically with regard to their duties as DISTRICT

employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the Course is offered.

- B. Faculty. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. LRCCD Shall Determine Faculty Requirements. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.
- D. Orientation Meeting. Faculty shall attend an orientation meeting if scheduled and LRCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.

11. Instruction. All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All Courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

12. Facilities. The parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related CA, although from time to time LRCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify LRCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.

13. Workers' Compensation. DISTRICT shall be the "primary employer" for all its personnel who perform services as support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend LRCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected

with providing services under this MOU or any related CA. DISTRICT is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

14. Reporting Requirements. Annually, LRCCD and DISTRICT shall report all of the following information to the office of the Chancellor of the California Community Colleges:

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

15. Indemnification.

- A. DISTRICT shall defend, hold harmless, and indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. LRCCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent,

wrongful, or willful acts or omissions of LRCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that DISTRICT or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

16. Insurance Requirements.

- A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:
 - i. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each party's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance policies.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.
- 17. Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
- 18. Entire Agreement.** This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.

19. Amendment. The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

20. Waiver. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

21. Assignment. Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.

22. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.

23. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

24. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

25. Authority to Enter Into MOU. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.

26. Status of the Parties. Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. DISTRICT shall be solely responsible for withholding and paying all

applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.

27. Retention and Audit of Records. Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

28. Governing Law and Venue. This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Sacramento County, California.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

**LOS RIOS COMMUNITY
COLLEGE DISTRICT**

By: _____
Date: _____
Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031

AGREED TO AND ACCEPTED:

**Folsom Cordova Unified School
District**

By: _____
Date: _____
Sean Martin
Assistant Superintendent, Business Services
1965 Birkmont Drive
Rancho Cordova, CA 95742
(916) 294-9000

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District (“LRCCD”) and Folsom Cordova Unified School District (“DISTRICT”) regarding dual enrollment courses to be taught at DISTRICT.

1. The memorandum of understanding (“MOU”) entered into by LRCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.
2. Names of courses to be taught at the Folsom Lake College Rancho Cordova Center:

Fall 2022

- HUM 300: Classical Humanities

Spring 2023

- HCD 310: College Success

Fall 2023

- SOC 300: Introduction to Sociology

Spring 2024

- COMM 301: Introduction to Public Speaking

Fall 2024

- ENGWR 300: College Composition

Spring 2025

- MUFHL 308: Introduction to Music: Rock & Roll

3. Classroom instruction for the course shall commence on or about the date of August 31, 2022 and shall continue until the conclusion of the courses on or about June 9, 2024.
4. The approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: <https://losrios.edu/academics>.
5. Folsom/Cordova students may be added to a section from any course listed above in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess an MOU and agreement through LRCCD AND pending availability of an open seat.

LOS RIOS COMMUNITY COLLEGE
DISTRICT

By: Jamey Nye, Ph.D.
Deputy Chancellor

FOLSOM CORDOVA UNIFIED
SCHOOL DISTRICT

By: Sean Martin
Assistant Superintendent, Business Services

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District (“LRCCD”) and Folsom Cordova Unified School District (“DISTRICT”) regarding dual enrollment courses to be taught at DISTRICT.

1. The memorandum of understanding (“MOU”) entered into by LRCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.
2. Names of courses to be taught asynchronously online at Folsom Lake College:

Fall 2023

- HUM 300: Classical Humanities
- HCD 310: College Success

Spring 2024

- SOC 300: Introductory Sociology
- COMM 301: Introduction to Communications

Fall 2024

- ENGWR 300: College Composition
- ETHNS 300: Introduction to Ethnic Studies

Spring 2025

- MUFHL 308: History of Rock n' Roll
- ARTH 300: Introduction to Art History

3. Classroom instruction for the course shall commence on or about the date of August 31, 2023 and shall continue until the conclusion of the courses on or about June 9, 2025.
4. The approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: <https://losrios.edu/academics>.
5. Folsom/Cordova students may be added to a section from any course listed above in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess an MOU and agreement through LRCCD AND pending availability of an open seat.

LOS RIOS COMMUNITY COLLEGE
DISTRICT

By: Jamey Nye, Ph.D.
Deputy Chancellor

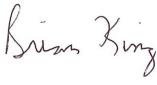
FOLSOM CORDOVA UNIFIED
SCHOOL DISTRICT

By: Sean Martin
Assistant Superintendent, Business Services

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Capital College & Career Academy	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item E	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:

With the passage of Assembly Bill 102, California community college districts are authorized to enter into a College and Career Access Pathways Partnership with the governing board of a charter school to expand opportunities for high school students to take college courses during the regular school day and for community colleges to claim apportionment. To go forward with this program, the law requires community college districts and county offices of education to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the high school district.

STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Capital College & Career Academy. There are no significant differences between this MOU and our standard CCAP MOU template. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college. Beginning Fall 2023, classes will be offered to High School students attending Capital College & Career Academy. At the completion of these classes, students will earn credit toward multiple degree or certificate programs within their relevant college's catalog.

RECOMMENDATION:

It is recommended that the Board of Trustees conduct a public hearing; adopt the proposed CCAP MOU between the Los Rios Community College District and Capital College & Career Academy and authorize the Chancellor or his designee(s) to execute the MOU and any future augmentations, amendments, renewals, extensions, or other modifications to the MOU.

**Memorandum of Understanding
Regarding Dual Enrollment
Between the Los Rios Community College District
and
Capital College & Career Academy**

This Memorandum of Understanding (“MOU”) is by and between the Los Rios Community College District and its respective colleges (“LRCCD”), and Capital College & Career Academy (“CHARTER”). .

RECITALS

WHEREAS, LRCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the CHARTER;

WHEREAS, CHARTER is a School District located in Sacramento County;

WHEREAS, the parties desire to enter into a College and Career Access Pathways partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288;

WHEREAS, the purpose of this MOU is to offer and expand dual enrollment opportunities for students who may not already be college-bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and LRCCD;

WHEREAS, the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship;

WHEREAS, this MOU contemplates that the parties will enter into a related Course Agreement (“CA”) for the individual Courses (“Courses”) offered under this MOU, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the parties intend for LRCCD to report full-time equivalent students (“FTES”) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, all Courses will be held within LRCCD's District boundaries;

WHEREAS, this dual enrollment agreement has been approved by the Board of CHARTER on November 7, 2022 and the Board of LRCCD on December 14, 2022;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

- 1. Recitals.** The above recitals are incorporated herein and made a part of this MOU.
- 2. Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both parties sign it. This MOU renews automatically on an annual basis, until either party indicates a desire to change or discontinue the MOU.
- 3. Early Termination.** This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in LRCCD Courses under this MOU shall be allowed to complete those Courses prior to the termination of this MOU.

The indemnification provisions contained in this MOU shall survive termination.

- 4. Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular Course or Courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.
- 5. Required Information.**

- A. The total number of high school students to be served by this MOU is estimated at approximately 100 students per academic year.
- B. The total number of full-time equivalent students (“FTES”) projected to be claimed by LRCCD for apportionment under this MOU will be calculated using the California Community College apportionment formula and will be determined based on the number of LRCCD units each student participant is enrolled in per academic year. The total number of FTES to be served by this MOU is estimated at approximately 19.42 FTESper academic year.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:
 - i. Students will complete the College’s Dual Enrollment Application Process for Participation which may include:
 - a. Enroll in a Prerequisite Course if required
 - b. Recommendation and/or requirement to enroll in an entry level college course prior to participation in other general education courses
- D. The point of contact for LRCCD is Deputy Chancellor Jamey Nye. The point of contact for CHARTER is Kevin Dobson, Founder/ Executive Director at Capital College & Career Academy.
- E. All sharing of information between LRCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act (“FERPA”) and California law. Where exceptions to those laws allow LRCCD and the District to share information without the consent of the students, LRCCD and the District will follow the requirements of FERPA and California law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party’s control. Where there is no exception to share student data, a signed, dated release from the student (or parent or legal guardian of a minor student) explicitly authorizing the sharing of personally identifiable information about the student will be required.
- F. LRCCD and CHARTER shall not utilize Joint Use Facilities. Instruction shall occur on the CHARTER campuses, LRCCD campuses and/or in online spaces hosted by LRCCD.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by LRCCD. The consent form shall be submitted to and be maintained by LRCCD. Pursuant to LRCCD Policy and Regulation, LRCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

6. Required Certifications.

- A. The Board of Trustees of LRCCD and CHARTER will pass a resolution approving this MOU as required under Education Code section 76004.
- B. All college Course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a Course on a CHARTER campus will not have been convicted of sex offenses or controlled substance offenses. (Cal. Ed. Code, sections 87010, 80711.)
- D. LRCCD faculty teaching a Course at a CHARTER campus will not displace or cause the termination of an existing CHARTER teacher teaching the same course on the CHARTER campus.
- E. CHARTER teachers teaching a Course offered for college credit at a CHARTER school will not displace or cause the termination of an existing LRCCD faculty teaching the same Course at LRCCD.
- F. Community college Courses offered for college credit at the CHARTER campus will not reduce access to the same Courses offered at LRCCD colleges.
- G. Any LRCCD community college Course that is oversubscribed or has a waiting list at LRCCD will not be offered within the partnership.
- H. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4.
 - I. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges.
 - J. Both LRCCD and CHARTER will comply with local collective bargaining requirements and all state and federal reporting requirements.

7. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. LRCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and LRCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the

CHARTER. This MOU is subject to existing CHARTER Board Policy on Dual Enrollment.

- B. Enrollment Period. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations. During class time, all students will be under the immediate supervision of an employee of LRCCD. Where a health or safety emergency arises at a class, the school overseeing the course location will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students. Discipline for actions taken during College Courses will be pursuant to the LRCCD Board Policies and Administrative Regulations. For purposes of this paragraph all CHARTER employees who are teaching the Courses shall be deemed to be employees of LRCCD. the school overseeing the course location shall be responsible for all ADA and Individual Education Plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also CHARTER personnel.
- G. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.
- H. Facilities. CHARTER will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to LRCCD or students. CHARTER agrees to clean, maintain, and safeguard CHARTER's

premises. CHARTER warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- I. Equipment. CHARTER will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all CHARTER students. The parties understand that such equipment and materials are CHARTER's sole property. The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. CHARTER understands that no equipment or materials fee may be charged to students. Students in a Course who are not enrolled in CHARTER shall be provided course materials, specialized equipment, and other necessary equipment as specified in LRCCD Policies.
- J. Enrollment. Enrollment shall be open to any CHARTER pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

LRCCD will be responsible for processing student applications. LRCCD will provide the necessary admission forms and procedures and both LRCCD and CHARTER will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

LRCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. CHARTER will assist LRCCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to LRCCD Board Policy, Education Code sections 76300(f), and 76004, students enrolled in Courses under this MOU shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees). Students enrolled in these Courses will pay all other applicable fees (i.e. Universal Transit Fee, or other fees, etc.).

- L. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD.
 - M. Ancillary Support Services for Students. Both LRCCD and CHARTER shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
- 8. Liaison.** At no cost to the CHARTER, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and CHARTER. LRCCD will provide CHARTER personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the LRCCD's application procedures.
- 9. Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. CHARTER to Provide Support Services. Unless otherwise provided for in a related CA, CHARTER will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
 - B. CHARTER is Responsible for its Own Personnel. CHARTER's personnel will perform these services on duty time. CHARTER personnel performing these services will be employees solely of CHARTER, subject to the authority of CHARTER, but will also be subject to the direction of LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.
- 10. Faculty.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. LRCCD to Select and Employ Faculty. LRCCD will select faculty pursuant to its own policies, regulations and the law. CHARTER personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of CHARTER, specifically with regard to their duties as CHARTER employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the Course is offered.

- B. Faculty. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. LRCCD Shall Determine Faculty Requirements. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.
- D. Orientation Meeting. Faculty shall attend an orientation meeting if scheduled and LRCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.

11. Instruction. All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All Courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

12. Facilities. The parties contemplate that primarily, the facilities of the CHARTER will be utilized to carry out the goals of this MOU and any related CA, although from time to time LRCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. CHARTER agrees to defend, hold harmless, and indemnify LRCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third party be injured as a result of or connected with the condition of the CHARTER's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.

13. Workers' Compensation. CHARTER shall be the "primary employer" for all its personnel who perform services as support staff. CHARTER shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective CHARTER personnel made in connection with performing services and receiving instruction under this MOU or any related CA. CHARTER agrees to hold harmless, indemnify, and defend LRCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by CHARTER personnel connected with providing services under this MOU or any related CA. CHARTER is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the CHARTER. These provisions may not be voided, modified nor waived by a related CA.

14. Reporting Requirements. Annually, LRCCD and CHARTER shall report all of the following information to the office of the Chancellor of the California Community Colleges:

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

15. Indemnification.

- A. CHARTER shall defend, hold harmless, and indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of CHARTER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. LRCCD shall defend, hold harmless, and indemnify CHARTER, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of LRCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- C. CHARTER shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify CHARTER, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that CHARTER or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

16. Insurance Requirements.

- A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors associated with this agreement, to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:
 - i. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles,

self-insured retentions, or changes in these items must be declared to and approved by the other party. Each party's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance policies.

- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.

17. Discrimination and Harassment. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.

18. Entire Agreement. This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.

19. Amendment. The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

20. Waiver. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

21. Assignment. Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.

22. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.

23. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

24. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

25. Authority to Enter Into MOU. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.

26. Status of the Parties. Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. CHARTER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. CHARTER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.

27. Retention and Audit of Records. Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

28. Governing Law and Venue. This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Sacramento County, California.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

**LOS RIOS COMMUNITY
COLLEGE DISTRICT**

AGREED TO AND ACCEPTED:

Capital College & Career Academy

By: _____
Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031

By: _____
Kevin Dobson
Founder/ Executive Director
kdobson@capcca.org
Sacramento, CA 95815
916-234-0583

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District (“LRCCD”) and Capital College & Career Academy (“CHARTER”) regarding dual enrollment courses to be taught at CHARTER.

1. The memorandum of understanding (“MOU”) entered into by LRCCD and CHARTER is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU, the terms of the MOU shall govern.
2. The names, location, and time of the potential courses to be taught are:

Course	Course Title
General Education	
ANTH 300	Biological Anthropology
ARTH 300	Art Appreciation
COMM 362	Mediated Communication Experience
DEAF 310	American Sign Language I
DEAF 312	American Sign Language II
ENGWR 300	College Composition
ENGWR 302	Advanced Composition and Critical Thinking
ETHNS 300	Introduction to Ethnic Studies
HCD 499	Experimental Offering in Human Career Development
HCD 310	Building Foundations for Success
HEED 300	Health Science
HIST 307	History of World Civilizations to 1500
HIST 308	History of World Civilizations, 1500 to Present
HIST 310	History of the United States (To 1877)
HIST 311	History of the United States (1865 - Present)
NUTRI 300	Nutrition
MUFHL 308	Introduction to Music: Rock & Roll
MUFHL 330	World Music
POLS 301	Introduction to Government: United States
PSYC 300	General Principles
PSYC 330	Introductory Statistics for the Behavioral Sciences
SJS 300	Social Justice
SOC 300	Introductory Sociology
SPAN 401	Elementary Spanish
SPAN 402	Elementary Spanish (continued from SPAN 401)
SPEECH 362	Mediated Communication Experience
STAT 300	Introduction to Probability and Statistics
TAFILM 300	Introduction to Film
TAFILM 307	Diversity in American Film

Career Education	
ADMJ 300	Introduction to Administration of Justice
ADMJ 302	Community Relations: Multicultural Issues
AT 100	Technical Basics for the Automotive Professional
AT 103	Basic Automotive Skills
AT 140	Advanced Automotive Skill and Speed Development
AT 180	Automotive Data Acquisition
AT 181	Electrical Fundamentals and Multimeter Basics
AT 188	Aftermarket Scan Tool Use and Operation
DESGN 100	Introduction to Computer Aided Drafting and Design
DESGN 300	Introduction to Design Resources
DESGN 320	Three-Dimensional Graphics and Design
ET 193	Introduction to Robotics and Sensors
ET 369	The Design and Fabrication of Electronics Projects
FT 300	Fire Protection Organization
HM 300	Introduction to Hospitality: Becoming a Chef
HM 310	Sanitation, Safety and Equipment
PMED 105	Prehospital Pharmacology
WELD 300	Introduction to Welding

3. Classroom instruction for the course shall commence on or about the date of 8/19/2023 and shall continue until the conclusion of the courses on or about 5/16/2025.
4. The approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: <https://losrios.edu/academics>.
5. CHARTER students may be added to a section from any course listed above in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess an MOU and agreement through LRCCD AND pending availability of an open seat.

LOS RIOS COMMUNITY COLLEGE DISTRICT <hr/> By: Dr. Jamey Nye Deputy Chancellor	Capital College & Career Academy <hr/> Date: _____ By: Kevin Dobson Founder/ Executive Director
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LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: December 14, 2022

SUBJECT:	Resolution 2022-16: Declaring the Property at 4750 Myrtle Avenue as Surplus and Authorizing Offers to Public Entities	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item F	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Vice Chancellor Finance and Administration	Upz	CONSENT/ROUTINE
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	Brian King	FIRST READING
			ACTION X
			INFORMATION

BACKGROUND:

On January 12, 2022, the Board of Trustees adopted Resolution No. 2022-01 accepting the donation of approximately 0.89 acres of vacant commercial land located at 4750 Myrtle Avenue, Sacramento, in Sacramento County, California, Assessor's Parcel Number 240-0062-073 (Myrtle Avenue Property). Consistent with the wishes of the private donor, the District explored the feasibility of building student housing on this parcel and determined that the property is not suitable for this purpose.

STATUS:

As the Myrtle Avenue Property is not feasible for building student housing and the District has no other need for that property, it is appropriate for the District to declare it surplus and attempt to sell it. At its November 9, 2022, meeting in closed session, the Board of Trustees gave direction to the Chancellor and designee concerning the minimum price and terms for the Myrtle Avenue Property. The first step in the multi-step process is to offer the property to public agencies and nonprofit corporations in compliance with Education Code section 81363.5 and Government Code section 54222. Following those offers and any negotiations, the District will proceed with the further steps necessary for the sale of the Myrtle Avenue Property, including providing formal notice of its intention to sell the property in an open and public process pursuant to the Education Code.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Resolution № 2022-16 authorizing the Chancellor or designee to commence the process for the offering of the Myrtle Avenue Property to the entities listed in Education Code section 81363.5 and Government Code section 54222 and engage in negotiations as appropriate.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River • Cosumnes River • Folsom Lake • Sacramento City Colleges

R E S O L U T I O N

No 2022-16

DECLARING 4750 MYRTLE AVENUE PROPERTY, SACRAMENTO COUNTY ASSESSOR PARCEL NUMBER 240-0062-073 AS SURPLUS

WHEREAS, the Los Rios Community College District (District) is the owner of approximately .89 acres of real property located within the District more particularly described as 4750 Myrtle Avenue, Sacramento, CA 95841 (Myrtle Avenue Property) Sacramento County Assessor's Parcel Number 240-0062-073;

WHEREAS, on January 12, 2022, the Board of Trustees adopted Resolution No. 2022-01, accepting the donation of the Myrtle Avenue Property;

WHEREAS, consistent with the wishes of the donor of the Myrtle Avenue Property, the District explored the feasibility of building student housing on the parcel and determined that the property is not suitable for student housing purposes;

WHEREAS, the Myrtle Avenue Property is not and will not be needed by the District for school classroom buildings;

WHEREAS, the District desires to sell its interest in the Myrtle Avenue Property;

WHEREAS, prior to any sale, the Myrtle Avenue Property must be offered to specified entities pursuant to Education Code section 81363.5 and Government Code section 54222; and

WHEREAS, once the appropriate time periods described in Education Code section 81363.5 and Government Code section 54222 have lapsed, and no other offers have been made on the Myrtle Avenue Property by the entities described in said sections, the District desires to sell the Myrtle Avenue Property pursuant to Education Code section 81360, and following;

NOW, THEREFORE, BE IT RESOLVED, that we, the Los Rios Community College District Board of Trustees, hereby find, determine, declares and resolve as follows:

1. That all the recitals above are true and correct;
2. That the Board hereby declares the Myrtle Avenue Property as surplus because it is not now, nor will it be, needed by the District for classroom or student housing purposes;
3. That the Board hereby declares its intention to sell the Myrtle Avenue Property;

4. That the Chancellor or designee is hereby authorized and directed to send written offers and to post and publish public offers as required by Education Code section 81363.5 and Government Code section 54222;
5. In the event public agencies listed in Education Code section 81363.5 and Government Code section 54222 express an interest in the Myrtle Avenue Property, the Board directs the Chancellor, or designee, to engage in good faith negotiations to attempt to arrive at a mutually satisfactory price and terms for the sale of the property;
6. In the event no public agencies listed in Education Code section 81363.5 and Government Code section 54222 express an interest, or any entity that does express an interest is not able to come to mutually satisfactory price and terms with the District, the Board authorizes the Chancellor or designee, to commence the next steps of the public process for the sale of the Myrtle Avenue Property under Education Code section 81360 and following.

PASSED AND ADOPTED as Los Rios Community College District Resolution
No 2022-16 this fourteenth day of December, 2022, by the following called vote:

AYES	NOES	ABSENT
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Attest:

Tami Nelson, Board President

Brian King,
Chancellor and Secretary to the Board