

LOS RIOS COMMUNITY COLLEGE DISTRICT

BOARD MEETING AGENDA

Wednesday, July 10, 2024

5:30pm

Meeting Location:

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

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. CONSENT CONSIDERATIONS

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

A. Board Meeting Minutes: June 12, 2024 (page 3)	Brian King
B. American River College Student Senate Constitution Changes (page 15)	Jamey Nye
C. Disposition of Surplus Equipment (page 47)	Mario Rodriguez
D. Ratify: Bid Transactions (page 48)	Mario Rodriguez
E. Ratify: Affiliation and Other Agreements (page 49)	Mario Rodriguez
F. Ratify: Grants and Contracts Awarded (page 50)	Brian King
G. Purchase Orders, Warrants, Checks and Electronic Transfers (page 51)	Mario Rodriguez
H. Classification of Contract Employees 2024-2025 (page 53)	Mario Rodriguez
I. Human Resources Transactions (page 58)	Mario Rodriguez

4. ACTION

A. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Rio Valley Charter School (page 100)	Albert Garcia
B. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: John Adams Academy (page 118)	Art Pimentel
C. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Mountainside Middle College High School (page 135)	Art Pimentel
D. Contract Award: District wide Furniture and Related Services (page 152)	Mario Rodriguez
E. Resolution No. 2024:07 – 2024 Refunding General Obligation Bonds, Series A (page 153)	Mario Rodriguez
F. Resolution No. 2024:08 – 2024 Refunding General Obligation Bonds, Series B (page 192)	Mario Rodriguez

5. BOARD MEMBER REPORTS

6. FUTURE AGENDA ITEMS

7. REPORTS and COMMENTS

- Student Association
- Classified Senate
- Academic Senate
- Other Recognized Constituencies
- Chancellor's Report

8. CLOSED SESSION

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.

- A. Conference with Labor Negotiators (Government Code section 54957.6). Agency designated representatives: Chancellor Brian King and Executive Vice Chancellor Mario Rodriguez. Employee organizations: SEIU Local 1021, LRCFT, LRCEA, and LRSA
- B. Pursuant to Government Code section 54957: Public Employee Performance Evaluation: Chancellor

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

10. ADJOURNMENT

LOS RIOS BOARD OF TRUSTEES

Pamela Haynes President • Area 5	Kelly Wilkerson Vice President • Area 4	Dustin Johnson • Area 1 Robert Jones • Area 2 John Knight • Area 3	Deborah Ortiz • Area 6 Tami Nelson • Area 7 Medhi Sougrati • Student Trustee
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. Next Regular Board Meeting: August 14, 2024			
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.lrosrios.edu as soon as they are available.			
Help Us Help You 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.			
Los Rios Community College District Indigenous Land Acknowledgment Statement 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.			
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.			

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Board Meeting Minutes: June 12, 2024	ATTACHMENT: None	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Consent Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION	
		INFORMATION	

STATUS:

The minutes of the Board of Trustees meeting held on June 12, 2024 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 June 12, 2024.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Board Meeting Minutes
Wednesday, June 12, 2024

1. CALL TO ORDER

The board meeting was called to order by President Haynes at 5:30 p.m., in the Board Room at 1919 Spanos Court, Sacramento, CA 95825.

Present:

Pam Haynes, President
Kelly Wilkerson, Vice President
Dustin Johnson
John Knight
Robert Jones
Deborah Ortiz
Tami Nelson

Mehdi Sougrati, Student Trustee

Brian King, Chancellor

2. ORAL COMMUNICATIONS

Dawn Benjamin addressed the Board of Trustees regarding Closed Session Item 10.A.

3. SPECIAL ORDER OF BUSINESS

A. *Seating of Student Trustee*

Chancellor King administered the Oath of Office to Student Trustee Mehdi Sougrati.

4. CONSENT CONSIDERATIONS

A motion was made by Trustee Ortiz, seconded by Trustee Nelson, that the Board of Trustees approve Consent Consideration items A through N.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

A. Board Meeting Minutes: May 8, 2024

That the Board of Trustees approve the minutes of the board meeting held on May 8, 2024.

B. Resolution No. 2024-05: 2024-25 Appropriation Limitation

That the Board of Trustees approve the appropriation limitation of \$443,616,720 for 2024-25 by adopting Resolution No. 2024-05.

C. 2023-24 Budget Revision No. 2

That the Board of Trustees approve the revised budgets for the General, Instructionally Related Activities, Child Development, Capital Outlay Projects, Self-Insurance, Retiree Benefits, Student Financial Aid, Regional Performing Arts Center – Enterprise, Student Association Trust, Scholarship & Loan Trust, and Los Rios Colleges Foundation shown on the attached schedules, and that the related documents be filed with the County Superintendent of Schools.

D. Child Development Centers Program Self-Evaluation

That the Board of Trustees approve the program of self-evaluation for CCTR-8183 and CSPP-8400 contracts for the fiscal year 2023-24.

E. Special Event Authorization

That the Board of Trustees approve or ratify the applications listed herein.

Date of Event	College	Location	Name of Event	Alcohol
6/4/2024	FLC	Harris Center	Creedence Clearwater Revival Experience	Beer and wine
6/8/2024	FLC	Harris Center	Folsom Lake Symphony	Beer and wine
6/9/2024	FLC	Harris Center	Folsom Lake Symphony	Beer and wine
6/15/2024	FLC	Harris Center	High Voltage Best of Broadway	Beer and wine
6/21/2024	FLC	Harris Center	Emery Ent. Men are from Mars-Women from Venus LIVE!	Beer and wine
6/22/2024	FLC	Harris Center	TEDxFolsom Reimagine 2024	Beer and wine
6/23/2024	FLC	Harris Center	ABBA Concert Experience	Beer and wine
6/27/2024	FLC	Harris Center	Pamela Hayes Classical Ballet- Scenes de Sleeping Beauty	Beer and wine
6/28/2024	FLC	Harris Center	T2	Beer and wine
7/5/2024	SCC	Daubert Courtyard	Shakespear Festival Opening Reception	Beer and wine

7/19/2024	FLC	Harris Center	HCA One Night of Queen	Beer and wine
7/21/2024	FLC	Harris Center	WCPA Wonder of Elvis	Beer and wine
7/28/2024	FLC	Harris Center	Come Together: Beatles Concert Experience	Beer and wine

F. Disposition of Surplus Equipment

That the Board of Trustees approve the disposal of the listed items per Education Code section 81452.

G. Ratify: Bid Transactions

That the Board of Trustees ratify and/or approve the bid transaction as herein listed.

CHANGE ORDERS				
Bid №	Change Amount	Change Number	Vendor	New Contract Total
23017	\$291,608.00	3	John F Otto Inc	\$48,612,052.35
22001	\$26,018.00	7	D.G. Granade Inc.	\$4,935,442.00

BID AWARDS					
Bid №	Description	No of Responses	Award Date	Successful Vendor	Total Contract
24016	Electronic Health Record	2	5/8/2024	Point & Click	\$147,850.00

H. Ratify: Affiliation and Other Agreements

That the Board of Trustees 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
Citrus Heights Post Acute	PTA/OTA ¹	SCC	02/13/2024	Evergreen
Heise, Alpha & Delgadillo OMS	Dental Asst.	SCC	03/26/2024	Evergreen
Greenhaven Orthodontics	Dental Asst.	SCC	04/23/2024	Evergreen
Shriners Hospital	Respiratory Care	ARC	05/7/2024	Evergreen
Sierra Smile Dentistry	Dental Asst.	SCC	05/08/2024	Evergreen
El Dorado Cosmetic & implant Dentistry	Dental Asst.	SCC	05/08/2024	Evergreen
Dentistry of East Sacramento	Dental Asst.	SCC	05/09/2024	Evergreen

Twin River USD	SLPA ²	ARC	05/10/2024	EXP: 06/30/2026
Spring Physical Therapy	PTA/OTA ¹	SCC	05/15/2024	Evergreen
Gold County Health Center	PTA/OTA ¹	SCC	05/21/2024	Evergreen
Stockton Unified School District	PTA/OTA ¹	SCC	05/23/2024	Evergreen
Pier 210 Dental	Dental Asst.	SCC	05/23/2024	Evergreen
Tan Orthodontics	Dental Asst.	SCC	04/23/20204	Evergreen
Greenhaven Healthcare Center	PTA/OTA ¹	SCC	05/22/22024	Evergreen

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>Center of Excellence Grant</p> <ul style="list-style-type: none"> Funding is provided to re-envision the current Center of Excellence as a regional hub for labor market data analysis, expertise and regional collaborative workforce solutions. The Center will provide labor market research, develop industry reports to provide the latest labor market information and provide technical assistance to the Chancellor's Office. 01/01/2024 – 12/31/2028 Administrator: Theresa Milan, Associate Vice President, Workforce Development and Online Engagement 	DO	\$4,000,000	California Community Colleges Chancellors Office
<p>Statewide Center of Excellence Grant</p> <ul style="list-style-type: none"> Funding will be used to coordinate the eight regional COEs and collaborate with state level research partners and other resources on acquiring market intelligence that informs regional and sector strategies, as well as support the Chancellor's Office in Launch Board dashboard data and validation of funding allocation formulas. 01/11/2024 – 12/31/2028 Administrator: Theresa Milan, Associate Vice President, Workforce Development and Online Engagement 	DO	\$5,000,000	California Community Colleges Chancellors Office
<p>Specialty Crop Block Grant Program</p> <ul style="list-style-type: none"> The Specialty Crop Agricultural Workforce Development Program will deliver workforce development programs and services within the agricultural sector to advance career pathway training and the regional food system development. The goal of the project is to better integrate and align the workforce needs of specialty crop growers and local and regional food systems with the educational pathways provided by California's Community Colleges. 03/15/2024 – 10/31/2024 Administrator: Shinder Gill, Interim Dean Workforce Dev. 	DO	\$59,877	California Department of Food and Agriculture

Dorothy Rupe Caregiver Program Grant <ul style="list-style-type: none"> • Funding will provide direct support to students in the Certified Nursing Assistant Program. • 07/01/2024 – 06/30/2025 • Administrator: Narine Madramootoo, Dean, Health and Education 	ARC	\$15,000	Arthur Rupe Foundation
Dorothy Rupe Caregiver Program Grant <ul style="list-style-type: none"> • Funding will provide direct support to students in the Certified Nursing Assistant Program. • 07/01/2024 – 06/30/2025 • Administrator: Christopher Morris, Dean, Instruction and Career Education 	FLC	\$19,620	Arthur Rupe Foundation
Zero Textbook Cost (ZTC) Acceleration Grant <ul style="list-style-type: none"> • Funding is being used to develop ZTC/Open Educational Resources offerings in Cognitive Psychology courses. • 01/01/2024 – 12/31/2026 • Administrator: Robin Ikegami, Associate Vice President, Instruction and College Initiatives 	SCC	\$20,000	California Community Colleges Chancellors Office
Avenue M STEM Strategies <ul style="list-style-type: none"> • Funding will prepare more students and particularly disadvantaged students for higher education at a four-year institution through a transfer pathway. • 10/25/2022 – 06/30/2025 • Administrator: Cynthia Sommer, Associate Vice President, Instruction and Economic & Workforce Development 	SCC	\$39,000	University of California, Davis
Apprenticeship Pathways Demonstration Project <ul style="list-style-type: none"> • Funding will establish a structured system to transition an apprenticeship program that does not result in community college credit, while simultaneously establishing a means to provide credit-for-prior learning for the same apprenticeship programs. • 01/01/2024 – 03/31/2026 • Administrator: Frank Kobayashi, Vice President, Instruction 	ARC	\$200,000	California Community Colleges Chancellors Office
Subject Matter Expert Project <ul style="list-style-type: none"> • Funding will provide a research report regarding new possible Career Pathways programs, addressing gaps and barriers faced by students from under-represented groups, and proposed curriculum courses and training. • 10/18/2023 – 06/30/2024 • Administrator: Christopher Morris, Dean of Instruction, Career Education 	FLC	\$24,936	CDC, Association of Public Health

Direct Support Professionals Assisting Individuals with Developmental Disabilities: An Apprenticeship Program to Improve Lives & Establish Career Pathway Opportunities • This funded project will establish a California Registered Apprenticeship Program for Opportunity Youths to become Direct Support Professionals. • 06/30/2024 – 06/30/2026 • Administrator: Derrick Booth, Associate Vice President of Instruction and Workforce Development	ARC	\$376,570	California Dept. of Industrial Relations
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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	0001132840 – 0001134478 B240775-B240791	\$ 12,412,898.49
Capital Outlay Fund	0003019795-0003019909	
Child Development Fund	0006001219-0006001222	
Self-Insurance Fund	-	
WARRANTS		
General Fund	866437-867786	\$ 19,607,909.80
General Fund-ARC Instructional Related	013018-013075	
General Fund-CRC Instructional Related	024649-024674	
General Fund-FLC Instructional Related	032274-032295	
General Fund-SCC Instructional Related	049695-049728	
Capital Outlay Fund	837545-837627	
Student Financial Aid Fund	901694-901702	
Child Development Fund	955399-955418	
Self-Insurance Fund	976818-976820	
ODSFD	-	
Payroll Warrants	569676- 570283	\$ 10,257,645.01
Payroll Vendor Warrants	72276-72388	
May Leave Process	570284-571650	
CHECKS		
Financial Aid Disbursements (PeopleSoft)	-	\$ 2,629,139.79
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6819-6840	\$ 74,091.50
Student Clubs Agency Fund – CRC	6187-6210	
Student Clubs Agency Fund – FLC	3327-3334	
Student Clubs Agency Fund – SCC	5128-5135	
Foundation – ARC	7833-7839	\$ 89,768.04
Foundation – CRC	3297-3303	
Foundation – FLC	2608-2623	
Foundation – SCC	7261-7383	
Foundation – DO	2291-2309	
Associated Students Trust Fund – ARC	1114-1122	\$ 26,400.44
Associated Students Trust Fund – CRC	1003-1012	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	-	\$ -

ELECTRONIC TRANSFERS		
GENFD Financial Aid	-	\$ 233,502.00
Board of Equalization	-	\$ -
PARS Wire	-	\$ 47,292.46
Retiree Health Trust	-	\$ -
CDTFA-ACH	-	\$
Scholarships	-	\$ -
Payroll Direct Deposit Advices	1280085-1285395	\$ 17,712,272.43
Other Payroll Transactions	-	\$ 1,601.00
Keenan	-	\$ 173,476.66
CARES Act/HEERF II	-	\$ -
International Wire	-	\$ 40,083.69
SB85	-	\$ 85,287.00
SB85 Debt Relief	-	\$
Self-Insurance Fund	-	\$ 133,749.96
PITCO- Wire	-	\$ -
HEERFII	-	\$ -
Pacific Grove-Wire	-	\$ 11,420.64
Fidelity	-	\$ 101,338.77
Regional Transit Wire	-	\$ 1,163,051.00

K. Short-Term Temporary Employees

That the Board of Trustees approve the list of district-wide anticipated short-term temporary employee classifications, authorizing employment of short-term employees for the period July 1, 2024 through December 31, 2024. The Human Resources Department will place the names of the short-term temporary employee hires on the subsequent board agendas.

L. LRSA Salary Schedule Revision, 2023-2024

That the Board of Trustees approve the revised interim 2023-2024 LRSA Salary Schedule with the classification changes.

M. Fiscal Year 2024-25 Salary Schedules for Employment Service Agreements and Professional Expert Agreements

That the Board of Trustees approve the 2024-25 salary schedules for Employment Service Agreements (ESA) and Professional Expert Agreement (PEX) assignments listed in the June board agenda packet.

N. Human Resources Transactions

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

5. COLLECTIVE BARGAINING (ACTION)

A. Public Hearing: Revised Initial Collective Bargaining Proposal – SEIU 2024-27

A motion was made by Trustee Ortiz, seconded by Trustee Knight, that the Board of Trustees conduct a public hearing and adopt the revised initial collective bargaining proposal for SEIU.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

6. ACTION

A. Resolution No. 2024-06: Five Year Capital Outlay Plan

A motion was made by Trustee Knight, seconded by Trustee Wilkerson, that the Board of Trustees approve the Five-Year Capital Outlay Plan and supporting Resolution No. 2024-06 for submission to the State.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

B. 2024-25 District Tentative Budgets

A motion was made by Trustee Nelson, seconded by Trustee Ortiz, that the Board of Trustees adopt the 2024-25 tentative budgets for the General Fund (Z budget), Instructionally-Related Sub-Fund, Special Revenue, Capital Projects, Debt Service, Enterprise, Internal Service, Fiduciary, Trust and Auxiliary Funds of the District for filing with the appropriate County/State agencies.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

C. Folsom Lake College: Renaming the Rancho Cordova Center to the FLC Rancho Cordova Center – Empowered by Sutter Health

A motion was made by Trustee Wilkerson, seconded by Trustee Johnson, that the Board of Trustees approve the renaming of the Rancho Cordova Center as the FLC Rancho Cordova Center – Empowered by Sutter Health, in recognition of Sutter Health's gift and incredible support they have provided to all Los Rios colleges.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

D. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Black Oak Mine Unified School District

A motion was made by Trustee Nelson, seconded by Trustee Wilkerson, that the Board of Trustees to conduct a public hearing to adopt the proposed CCAP MOU between the Los Rios Community College District and Black Oak Mine 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.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

E. Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Rio Valley Charter School

This item was removed from the agenda and will be considered at the July meeting if appropriate.

7. BOARD MEMBER REPORTS

Trustee Nelson attended the Sacramento City College Commencement and the LRCFT picnic.

Trustee Wilkerson joined President Cardoza at the refugee graduation celebration, and also attended the Faculty Tenure reception.

Trustee Ortiz attended the American River College Commencement, the Honrando Estudiantes celebration and the LRCFT picnic.

Trustee Sougrati introduced himself to the Board of Trustees.

Trustee Haynes attended three of the four commencements, a few of the cultural graduation ceremonies, and the LRCFT picnic.

8. FUTURE AGENDA ITEMS

No future agenda items were requested.

9. REPORTS AND COMMENTS

The following constituency representatives presented reports to the Board:

Paula Cardwell, District Academic Senate President

Jason Newman, LRCFT

Chancellor's Report:

Chancellor King provided an overview of the Institutional Effectiveness Partnership Initiative Peer Resources Team opportunity involving a review of the Los Rios Interest Based Approach philosophy and training, highlighting the value of the partnership with the Academic Senate in the process.

10. CLOSED SESSION

The following board members went into closed session at 7:15pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Nelson, Ms. Ortiz, and Ms. Wilkerson.

A. Conference with Labor Negotiators (Government Code section 54957.6). Agency designated representatives: Chancellor Brian King and Executive Vice Chancellor Mario Rodriguez. Employee organizations: SEIU Local 1021, LRCFT, LRCEA, and LRSA.

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

No reportable action was taken in closed session.

12. ADJOURNMENT

President Haynes adjourned the meeting at 8:17 pm.

BRIAN KING

Chancellor and Secretary to the Board of Trustees

Draft minutes presented to the Board of Trustees: July 10, 2024

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	American River College Student Senate Constitution Changes	ATTACHMENT: Yes
		ENCLOSURE: None
		STRATEGIC PLAN GOAL(S): 2, 5
AGENDA ITEM:	Consent Item B	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Jamey Nye Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE X
		FIRST READING
APPROVED FOR CONSIDERATION:	Brian King Brian King, Chancellor	ACTION
		INFORMATION

BACKGROUND:

Los Rios CCD regulation R-2311 authorizes students to form a student senate at each of Los Rios' colleges. Regulations require local student senates to adopt a constitution and bylaws that establishes their basic organizational structure.

American River College's Associated Student Body (ASB) revised and passed proposed changes to its constitution during the April 2024 college-wide student election. LRCCD regulations require the Board of Trustees approval of the proposed constitutional changes. The changes made relate to the following constitutional titles: (1) Article VII, student eligibility to serve on the ASB Student Senate; (2) Article VIII, student eligibility to serve on the ASB Clubs and Events Board; Article IX ASB Joint Budget Committee membership; (3) Article X Executive Officer of Student Senate and Clubs and Events Board eligibility related to enrollment, academic standing and orientation; (4) Article X, adding a Senate Whip position to the ASB, as well as other clarifying changes to titles; (5) Article XI, criteria for removal as it relates to Section 2 of the Joint Judiciary Committee.

Changes related to student eligibility are proposed to comply with the requirements of AB 1736 which added exceptions to student eligibility requirements for DSPS students.

STATUS:

The Associated Student Body of American River College passed the proposed changes to its Constitution during the college-wide student election held in April 2024.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposed amendments to the American River College Student Senate's Constitution.

American River College
Associated Student Body Draft Constitution
Approved March 29, 2011 by ASB for Student Body Ratification

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American River College
Associated Student Body Draft Constitution
Approved March 29, 2011 by ASB for Student Body Ratification

ARTICLE I PREAMBLE

SECTION 1 ESTABLISHMENT

We, the students of American River College, do hereby establish the American River College Associated Student Body, which includes the American River College Student Senate, the American River College Clubs and Events Board and the American River College Joint Budget Committee, as a means to represent all of the students of American River College. Further the American River College Student Senate is recognized as the representative student body association by the Los Rios Community College District Board of Trustees.

SECTION 2 MISSION

It is the mission of the American River College Associated Student Body Senate to provide the students of the College with a voice in the College's and the Los Rios Community College District's shared governance process. It is further the mission of the American River College Associated Student Body Senate to promote the intellectual, artistic, cultural, and social life of students, and to provide a mechanism for the appropriate allocation of Associated Student Body Senate resources.

ARTICLE II NAME, MASCOT, COLORS

SECTION 1 NAME

The name of the student body organization shall be the Associated Student Body.

SECTION 2 MASCOT

The mascot of the Associated Student Body shall be the Beaver.

SECTION 3 COLORS

The colors of the Associated Student Body shall be Red, White, and Blue.

ARTICLE III COMPONENTS OF THE ASSOCIATED STUDENT BODY

SECTION 1 COMPONENTS

The elected representatives of the American River College Associated Student Body shall consist of the following three Component Parts.

- A. The American River College Student Senate.
- B. The American River College Clubs and Events Board.
- C. The American River College Joint Budget Committee.

ARTICLE IV PURPOSE

SECTION 1 GENERAL PURPOSE

The purpose of the Associated Student Body is to provide the students of the College with a representative entity that participates in the shared governance of the College and the District and promotes the intellectual, artistic, cultural, and social life of students at the College through authorized clubs and programming activities.

SECTION 2 PARTICIPATORY GOVERNANCE/REPRESENTATION

Through the Student Senate, the Associated Student Body participates in the College's shared governance process to formulate policy and procedures that have or will have a significant effect on students. The Student Senate also serves as the means through which students may be nominated to participate on College and/or District committees, task forces or other governance groups. The Student Senate is also charged with the responsibility to recommend expenditures of the College's Student Representation fees for authorized activities. The Student Senate is the only entity empowered to take positions on legislative issues within its purview under Los Rios Community College District Policies and Regulations.

SECTION 3 COMMUNICATION

The Student Senate further provides a conduit of information for communicating with the student constituency, for securing the input and views of their constituency, and for representing all views of their constituency. The members of the Student Senate have a responsibility to report back to their constituencies.

SECTION 4 ACTIVITIES

Through the Club and Events Board, the Associated Student Body promotes the intellectual, artistic, cultural, and social life of students at the College through authorized club activities and promotes the intellectual, artistic, cultural, and social life of students by programming college-wide events and bringing artists and speakers to the college.

ARTICLE V RECOGNITION OF AUTHORITY

SECTION 1 AUTHORITY

The Associated Student Body exists solely by virtue of and pursuant to the authorization of the Los Rios Community College District Board of Trustees, its enactment of LRCCD Policy 2311 and Education Code section 76060. The Associated Student Body hereby recognizes that by virtue of possessing the power to create the Associated Student Body, the Board of Trustees also retains the power of oversight over the Associated Student Body and the power to revoke this authority and to dissolve the Associated Student Body.

ARTICLE VI MEMBERSHIP IN THE ASSOCIATED STUDENT BODY

SECTION 1 MEMBERSHIP

All enrolled students at American River College shall be members of the Associated Student Body.

ARTICLE VII ASB STUDENT SENATE

SECTION 1 MEMBERSHIP

The Student Senate shall include the President, Vice President, and Director of Finance (see Article X), the President of the Clubs and Events Board and 15 senators each of which shall be elected to serve by the students of the College pursuant to the election procedures established by Los Rios Community College District Policy 2311 and Administrative Regulation 2311.

SECTION 2 ELIGIBILITY TO SERVE

Any student enrolled at American River College in a minimum of five semester units during the two semesters, is in good standing with not less than a cumulative 2.0 grade point average, and is not on academic probation or **meets the DSPPS eligibility requirements as stated in AB 1736** shall be eligible to serve on the Student Senate as a senator. At any one time, a student may serve only on a single Student Senate for any of the Los Rios Community Colleges.

SECTION 3 TERM

The term of office for a senator of the Student Senate is for one year commencing on July 1 and ending on June 30 of the following year. The election for this term shall be held in the spring semester prior to the commencement of the term. Any person elected or appointed to a vacant position shall serve the remainder of the term.

SECTION 4 VOTING

- A. All senators shall have one vote in any matter decided by the Senate, except for the President who may vote only in the case of a tie or to affect the outcome of the vote.
- B. Proxy votes are not permitted.

SECTION 5 POWERS, BUDGET AND DUTIES

A. POWERS

The Student Senate shall have the following enumerated powers, and such powers as necessary to carry out these enumerated powers:

- i. The power to nominate students to College or District committees, task forces or other governance groups.
- ii. The power to pass resolutions on shared governance and legislative matters within its purview as stated in District Policy.
- iii. The power to coordinate with the Club and Events Board to conduct college wide activities.
- iv. The power to recommend expenditures of American River College's student representation fees for activities and trips for which those funds are authorized. (Ed. Code, § 70060.5)
- v. The power to recommend the expenditure of its budgeted funds.
- vi. The power to engage in fundraising activities to pursue activities matters within its purview as stated in District Policy.
- vii. The power to enact resolutions concerning matters that have a significant effect on students, including 1) grading policies; 2) codes of student conduct; 3) academic disciplinary policies; 4) curriculum development; 5) initiation or discontinuation of courses or programs of study; 6) institutional planning and budget development; 7) standards and policies regarding student preparation and success; 8) student services planning and development; 9) any student fees within the authority of the District to adopt; and 10) any other District or College policy, procedure, or related matter that the Board of Trustees determines will have a significant effect on students.

B. BUDGET

The Student Senate shall receive an annual budget for general expenses and college wide events determined by a formula set by the Joint Budget Committee. The Student Senate may petition the Joint Budget Committee for additional funds to support projects related to the Student Senate. The Student Senate shall also receive as a separate portion of its budget the allotment of the student representation fees. (Ed. Code, § 70060.5)

C. DUTIES

The Student Senate shall have the following duties:

- i. To communicate the existence and resolution of issues of importance within its purview to the shared governance entities of the College and to the student body and the constituencies the senators represent.
- ii. To act in the best interest of all of the students of the College.
- iii. To participate in shared governance by appointing members and students who will serve on those shared governance committees, including those related to accreditation, and those serving/elected to the Student Senate.
- iv. To ensure that the importance of diversity is taken into account in appointments to shared governance committees so that the members of those committees reflect the diverse nature of students who attend the College they

- serve.
- v. To provide for the collection of broad student opinion and establish a systematic way of soliciting the diverse perspectives of their constituency.
 - vi. To communicate to the Board of Trustees through their President's membership in the Student Advisory Committee and through the elected Student Trustee.
 - vii. To provide orientation and/or training of all new members. This training must include, but is not limited to, the purposes and mechanics of the shared governance process, and methods of securing constituency input on matters that have a significant effect on students.
 - viii. To coordinate its activities with the Club and Events Board.
 - ix. To adopt and update its bylaws from time to time as necessary.
 - x. To follow the Brown Act

SECTION 6 DUTIES OF ASB STUDENT SENATORS

- A. The Senator shall be responsible for handling constituent issues.
- B. The Senator shall be responsible for casting well informed votes in the Senate.
- C. The Senator shall serve on at least one (1) shared governance committee.
- D. The Senator is not a member of the Senate Executive Committee.
- E. The Senator shall assist in the implementation of legislation as determined by the appropriate Senate Executive Officer.
- F. The Senator shall perform duties outlined by the Senate President.
- G. The Senator shall undertake other duties as outlined in the Bylaws.
- H. The Senator is a voting member of the Student Senate.

SECTION 7 APPOINTEES: RESPONSIBILITIES/DUTIES

A. APPLICATION FOR APPOINTMENT

The list of students that shall be considered for appointment to elective office, as a representative of a shared governance committee, or any other appointment shall be secured by an application process open to all students of the College. The nomination of students who apply shall be in accordance with the Student Senate Bylaws. Any nomination created by appointment must be ratified by a majority vote by the Student Senators in attendance.

B. TERM OF APPOINTMENT

All appointments to shared governance standing committees shall continue from the date of the appointment until the earlier of the following dates: the office becomes vacant; a successor is selected; or June 30.

C. RESPONSIBILITIES

All appointments to shared governance committees shall carry with them the charge

that the person who is appointed to that committee shall

- i. Report back to the larger group of student leaders concerning the work of the committee;
- ii. Solicit any necessary input of the student leaders as to recommendations as to that work; and
- iii. Ensure that the work of the shared governance committees is shared widely among students so that their input can be solicited in a timely manner.

SECTION 8 STUDENT SENATE COMMITTEES

The Student Senate may create any committees necessary for the temporary (ad hoc) or continuing (standing) tasks to assist the proper functioning of the organization. One of those standing committees shall be the Textbook Affordability Committee.

A. TEXTBOOK AFFORDABILITY COMMITTEE

Making recommendations on the direction and improvement of the textbook rental program, formulating policy positions pertaining to other methods of textbook cost reduction, and facilitating student participation in the area of institutional planning as it relates to textbook affordability

SECTION 9 STUDENT SENATE EXECUTIVE COMMITTEE

A. MEMBERSHIP

The ASB Student Senate President will chair and oversee a Student Senate Executive Committee whose membership shall be the Student Senate Executive Officers.

B. POWERS

The Student Senate Executive Committee is charged with coordinating the efforts of the executives and directors in implementing Student Senate legislation. The Executive Committee may also have other duties as outlined in the Bylaws.

C. DUTIES

The duties of the Executive Committee shall be outlined in the Student Senate Bylaws.

ARTICLE VIII ASB CLUBS AND EVENTS BOARD

SECTION 1 MEMBERSHIP

The Clubs and Events Board is made up of the President, Vice President, and Director of Finance who are elected by the students of the College and a representative from each active club at American River College that chooses to send a representative. The Clubs and Events Board may choose to expand its membership to beyond these parameters through its Bylaws, but only to students enrolled in the College.

SECTION 2 ELIGIBILITY TO SERVE

At all times during their service, each representatives serving on the Clubs and Events Board must be a student enrolled at American River College in a minimum of five semester units during the fall and spring semesters, in good standing with not less than a minimum of a cumulative 2.0 grade point average and not on academic probation **meet the DSPS eligibility requirements as stated in AB 1736.** At any one time, a student may serve only on a single Clubs and Events Board for any of the Los Rios Community Colleges.

SECTION 3 TERM

The term of office for a representative of the Club and Events Board is for one year commencing on July 1 and ending on June 30 of the following year.

SECTION 4 VOTING

- A. All members of the Clubs and Events Board shall have one vote in any matter decided by the Board, except for the President who may vote only in the case of a tie or to affect the outcome of the vote.
- B. Proxy votes are not permitted.
- C. A majority of the members of the Clubs and Events Board may vote to include an item on the Agenda.

SECTION 5 POWERS, BUDGET AND DUTIES

A. POWERS

The Clubs and Events Board shall have the following powers:

- i. The power to develop general guidelines for approving student clubs consistent with District and College policy.
- ii. The power to plan and coordinate yearly activities and celebrations for the entire College consistent with its mission and budget.
- iii. The power to plan and develop special one-time events consistent with its mission and budget.
- iv. The power to coordinate with the Student Senate to provide large scale events encouraging student lobbying and other activities related to student representation fee.
- v. The power to coordinate with the professional development committees at the College to plan large scale events for students, faculty, and staff.
- vi. The power to coordinate with the Student Senate to conduct college-wide activities.
- vii. The power to recommend expenditures of its budgeted funds.
- viii. The power to engage in fundraising activities to pursue activities matters

within its purview as stated in District Policy.

B. BUDGET

The Clubs and Events Board shall receive an annual budget for general expenses and club events determined by a formula set by the Joint Budget Committee and may petition the Joint Budget Committee for additional funds to support projects related to clubs.

C. DUTIES

The Clubs and Events Board shall have the following duties:

- i. To act in the best interest of all of the students of the College.
- ii. To ensure that the importance of diversity is taken into account in its encouragement of clubs and events to embrace the diverse nature of students who attend the College they serve.
- iii. To provide orientation and/or training of all new members as to the purpose of the Board.
- iv. To encourage the formation of college clubs.
- v. To provide opportunities for student club event programming each semester.
vi. To coordinate activities and celebrations for the entire college, including Club Days, spirit weeks, etc.
- vii. To coordinate its activities with the Student Senate.
- viii. To adopt and update its bylaws from time to time as necessary.
- ix. To follow the Brown Act

SECTION 6 CLUBS AND EVENTS BOARD REPRESENTATIVES

- A. The board position of the club representative is appointed by the club within which the representative is a member, and shall only represent one club.
- B. The Club Representative shall be responsible for forwarding activities, events and information regarding their club to the Clubs and Events Board, and for forwarding information about the Clubs and Events Board to their respective clubs.
- C. The Club Representative shall be responsible for casting well informed votes in the Clubs and Events Board.
- D. The Club Representative shall assist in the implementation of legislation as determined by the CAEB appropriate officer.

SECTION 7 CLUBS AND EVENTS BOARD COMMITTEES

The Clubs and Events Board may create any committees necessary for the temporary (ad hoc) or continuing (standing) tasks to assist the proper functioning of the organization with a majority vote.

SECTION 8 CLUBS AND EVENTS BOARD EXECUTIVE COMMITTEE

A. MEMBERSHIP

The ASB Clubs and Events Board President will chair and oversee an ASB Clubs and Events Board Executive Committee whose membership shall include the Clubs and Events Board Executive Officers.

B. POWERS

The Executive Committee is charged with coordinating the efforts of the Executive Officers. The Executive Committee may have other powers as outlined in the Bylaws.

C. DUTIES

Duties for the Clubs and Events Board Executive Committee shall be outlined in the Bylaws.

ARTICLE IX ASB JOINT BUDGET COMMITTEE

SECTION 1 MEMBERSHIP

A. The Associated Student Body Joint Budget Committee consists of six members, the Student Senate President, Club and Events Board President, the Student Senate Director of Finance, CAEB Director of Finance, and one (1) member appointed by Club and Events Board President and Student Senate President. The Student Senate President will appoint one (1) voting member and the Club and Events Board President will appoint one (1) voting member. Confirmation of the appointments to the Joint Budget Committee president by the Senate President will be made by the Associated Student Body Senate within two weeks of appointment. Confirmation of the appointments by the Club and Events Board President to the Joint Budget Committee will be made by the Club and Events Board within two weeks of president appointment.

B. The Student Senate President shall serve as Chair of the Joint Budget Committee and only vote in case of a tie or to affect the outcome of the vote. The CAEB President shall serve the Vice Chair of the Joint Budget Committee, and not count towards the one (1) Senate appointees or one (1) CAEB appointees. The Director of Finance of Senate and the Director of Finance for CAEB shall serve as voting members but are not counted as part of the Senate appointees or CAEB appointees.

SECTION 2 ELIGIBILITY TO SERVE

At all times during their service, each member serving on the Joint Budget Committee must meet the requirements to be eligible for the office they hold. At any one time, a student may serve only on a single Joint Budget Committee for any of the Los Rios Community Colleges.

SECTION 3 TERM

The term of office for a member on the Joint Budget Committee is for one year commencing on July 1 and ending on June 30 of the following year.

SECTION 4 VOTING

- A. Each member shall have one vote in any matter decided by the Joint Budget Committee. The Chair of the Committee may only vote in the case of a tie or to affect the outcome of the vote (RONR).
- B. Proxy votes are not permitted.
- C. A majority of the members may vote to include an item on the Agenda.

SECTION 5 POWERS AND DUTIES

A. POWERS

The Joint Budget Committee shall have the following powers:

- i. The power, in conjunction with the College's Office of Student Life, to establish and/or amend an ongoing formula for student association general fund dollars that provides regular funding for the operating expenses of the Student Senate and the Clubs and Events Board.
- ii. The power, in conjunction with the College's Office of Student Life, to hear and decide on individual funding request proposals from the Student Senate, the Clubs and Events Board and other student groups for support outside typical operating expenses.

B. DUTIES

The Joint Budget Committee shall have the following duties:

- i. To act in the best interest of all of the students of the College.
- ii. To ensure that the importance of diversity is taken into account in its encouragement of clubs and events to embrace the diverse nature of students who attend the College they serve.
- iii. To provide orientation and/or training of all new members as to the purpose of the Committee.
- iv. To draft and update its bylaws from time to time as necessary.
- v. To follow the Brown Act

ARTICLE X EXECUTIVE OFFICERS OF STUDENT SENATE AND CLUBS AND EVENTS BOARD

SECTION 1 LIST OF OFFICERS

The Student Senate and the Clubs and Events Board shall each have officers elected by the students of the College and appointed by the respective Presidents as set forth in this Article. The Executive Officers of each of these two components shall include a President, Vice-President, and Director of Finance.

SECTION 2 ELIGIBILITY TO SERVE

A. ENROLLMENT

Each Executive Officer elected under this Article shall be enrolled in the community college at the time of their election, and throughout their term, in a minimum of five semester units over the duration of two semesters or meet the DSPS eligibility requirements as stated in AB 1736.

B. ACADEMIC STANDING

Each Executive Officer elected under this Article, at the time of their election, and throughout their term, must be in good standing (not less than a cumulative 2.0 grade point average) and not be on academic probation.

C. ORIENTATION

Each Executive Officer elected under this Article shall participate in orientation and/or training as required by the College's Office of Student Life. If an Executive Officer elected under this Article fails to complete the training within 30 days from the start of the fall semester that position shall be deemed vacant.

SECTION 3 ELECTION

Each Executive Officer elected under this Article shall be elected by the students of the College.

SECTION 4 ORDER OF SUCCESSION

The order of succession of each Executive Officer elected under this Article shall be President, Vice President, and Director of Finance.

SECTION 5 DUTIES OF ASB STUDENT SENATE ELECTED OFFICERS For each officer elected under this Article, the following lists their Duties:

A. OFFICE OF THE PRESIDENT OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate President is the Chief Executive Officer for the component part of the Associated Student Body upon which they serve.

- ii. The Senate President officially represents the Senate to Administration on both the college and district levels.
- iii. The Senate President shall appoint from within the membership of the Senate the officers of the Student Senate as outlined in Article X, Section 6, with approval of a majority vote of the Senate.
- iv. It is the responsibility of the Senate President to advocate the policies and positions of the Senate to college and district administration.
- v. The Senate President shall act as a spokesperson and shall preside over all meetings.
- vi. The Senate President may vote only in the case of a tie or to affect the outcome of the vote (RONR).
- vii. The Senate President shall serve on the District's Student Advisory Committee.
- viii. The Senate President shall chair the Textbook Affordability Committee and be tasked with carrying out the objectives of the committee as stated herein.
- ix. The Senate President shall undertake other administrative duties as outlined in the Bylaws.
- x. The Senate President shall Chair the Senate Executive Committee.
- xi. The Senate President shall Chair the Joint Budget Committee as defined in Article IX.

B. OFFICE OF THE VICE PRESIDENT OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Vice President oversees all college related issues with purview extending to all of the three focus areas of legislative advocacy, campus community and activities, and shared governance.
- ii. The Senate Vice President is responsible for directly overseeing the Directors on the Executive Committee, promoting collaboration between the Directors, and pursuing maximum organizational efficiency.
- iii. The Senate Vice President shall assist the President, and chair the meetings in the time of need, or when the President is unavailable, and shall assume the tasks and responsibilities of the President with the President's written consent and/or when the Office of the President is vacant.
- iv. The Senate Vice President is the Vice Chair of the Senate Executive Committee.
- v. The Senate Vice President shall be responsible for ensuring the exchange of information between Los Rios District and College shared governance committees.
- vi. The Senate Vice President shall be versed in the rules of the Senate Bylaws and other governing documents (e.g. Robert's Rules of Order) and serve as a parliamentarian for the Senate during general meetings.
- vii. The Senate Vice President is a voting member of the Student Senate and the Senate Executive Committee.

**C. OFFICE OF THE DIRECTOR OF FINANCE OF THE ASSOCIATED STUDENT BODY
STUDENT SENATE**

- i. The Senate Director of Finance is responsible for the fiscal implementation of all spending Bills, Consent Actions, and Action Items that spend money.
- ii. The Senate Director of Finance shall keep the Senate informed on the state of the General Fund, Representation Fee Fund, and Capital Investment Fund budgets, the progress of previously passed spending initiatives, as well as the available balance in unspent previously allocated funds.
- iii. The Senate Director of Finance shall be responsible for reconciling the unspent previously allocated funds through periodical Omnibus Reconciliation Bills which will move unspent funds to the appropriate accounts for other purposes.
- iv. The Senate Director of Finance may refuse to sign a requisition if it violates the Constitution, is not appropriate from the correct fund, or falls outside of the purview of the Senate.
- v. The Senate Director of Finance must give two (2) days notice of a failure to sign a requisition, cite one of the afore-mentioned violations under part d of this Subsection, and obtain the concurrence from the College's Student Life Office.
- vi. The Senate Director of Finance shall be a member of the Joint Budget Committee.
- vii. The Senate Director of Finance is an Executive Committee member.
- viii. The Senate Director of Finance is a voting member.

SECTION 6 DUTIES OF ASB INTERNALLY APPOINTED OFFICERS

The following officers shall be appointed from within the membership of the Student Senate by the President of the Student Senate with consent of a majority vote of the membership of the Student Senate. For each officer appointed the duties are as follows:

A. OFFICE OF THE DIRECTOR OF COMMUNICATIONS OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Director of Communications shall be directly responsible for the administration of accountability, transparency, and proper oversight in the Senate.
- ii. The Senate Director of Communications is responsible for the documentation of comprehensive minutes and the maintenance, dissemination, and availability of legislative documentation.
- iii. The Senate Director of Communications shall ensure that legislation is updated and amended if applicable, compiled for presentation, and available to Senate

members and the public.

- iv. The Senate Director of Communications is responsible for tracking the votes of individual members when applicable as well as recording final votes to appear in final copies of legislation.
- v. The Senate Director of Communications shall make periodic reports to the Senate on the state of accountability, transparency, and oversight.
- vi. The Senate Director of Communications shall undertake other duties as outlined in the Bylaws.
- vii. The Senate Director of Communications is a member of the Senate Executive Committee.
- viii. The Senate Director of Communications is a voting member of the Student Senate and the Senate Executive Committee.

B. OFFICE OF DIRECTOR OF LEGISLATIVE AFFAIRS OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Director of Legislative Affairs oversees all Associated Student legislative advocacies to the local, state and federal governments.
- ii. The Senate Director of Legislative Affairs is the entity in charge of publishing, disseminating, and advocating all Associated Student Body Senate policies as they pertain to the local, state and federal governments.
- iii. The Senate Director of Legislative Affairs shall be responsible for informing the Associated Student Body Senate on actions at the local, state, and federal levels which directly or indirectly affect American River College students.
- iv. The Senate Director of Legislative Affairs shall organize student lobby groups to attend committees and meet with legislators on important student issues and state approved Associated Student Body Senate positions before the local, state, and federal governing bodies.
- v. The Senate Director of Legislative Affairs shall serve as the delegate for Student Senate for California Community College unless the President selects a different designee.
- vi. The Senate Director of Legislative Affairs shall undertake other duties as outlined in the Bylaws.
- vii. The Senate Director of Legislative Affairs shall chair the Legislative Affairs Committee.
- viii. The Senate Director of Legislative Affairs is a member of the Executive Committee.
- ix. The Senate Director of Legislative Affairs is a voting member.

C. OFFICE OF THE DIRECTOR OF PUBLIC RELATIONS OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Director of Public Relations shall be responsible for organizing advocacy and recruitment initiatives.

- ii. The Senate Director of Public Relations shall ensure that the Senate get first consideration in the Associated Student Body Senate Digital Signage Program, ensure that requests for advertisement are collegiate in nature, and work with campus officials to update all ASB campus media.
- iii. The Senate Director of Public Relations shall assist other Senate Directors in publicizing all Senate authorized events, activities, and initiatives.
- iv. The Senate Director of Public Relations shall undertake other duties as outlined in the Bylaws.
- v. The Senate Director of Public Relations shall oversee the Public Relations Committee.
- vi. The Senate Director of Public Relations is a member of the Executive Committee.
- vii. The Senate Director of Public Relations is a voting member.

D. OFFICE OF THE DIRECTOR OF ACTIVITIES OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Director of Activities is responsible for the logistical planning of all Senate events in collaboration with the Director of Legislative Affairs, and when applicable, the Clubs and Events Board.
- ii. The Senate Director of Activities shall coordinate all legislative events (e.g. demonstrations, marches, lobby days, advocacy days, etc.).
- iii. The Senate Director of Activities shall undertake other duties as outlined in the Bylaws.
- iv. The Senate Director of Activities shall chair the Activities Committee.
- vi. The Senate Director of Activities is a member of the Executive Committee.
- vii. The Director of Activities is a voting member.

E. OFFICE OF THE LEGISLATIVE ANALYST OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senate Legislative Analyst shall be directly responsible for assessing the implementation progress of passed Associated Student Body Senate legislation and appropriated fund expenditures.
- ii. The Senate Legislative Analyst shall make frequent reports to the Senate as to the progress of legislation.
- iii. The Senate Legislative Analyst shall submit a written summary of all legislative implementation reports to the Senate.
- iv. The Senate Legislative Analyst shall research past actions of the Associated Student Senate and Student Association, when appropriate, to assist in Board decision making.
- v. The Senate Legislative Analyst is responsible for assisting with authorship and/or working with Senators to bring well researched and authored

- legislation to the floor for consideration.
- vi. The Senate Legislative Analyst shall coordinate the efforts of the Senators.
 - vii. The Senate Legislative Analyst shall inform the Senators of the needs of the Executive Committee in the area of the legislative implementation and oversee their participation.
 - viii. The Senate Legislative Analyst shall undertake other duties as outlined in the Bylaws.
 - ix. The Senate Legislative Analyst is a member of the Executive Committee.
 - x. The Senate Legislative Analyst is a voting member.

F. OFFICE OF THE SENATE WHIP OF THE ASSOCIATED STUDENT BODY STUDENT SENATE

- i. The Senators shall elect among themselves a Senate Whip who will chair Senate Caucus meetings as needed.
- ii. The Senate Whip is responsible for assisting with authorship and/or working with Senators to bring well researched and authored legislation to the floor for consideration.
- iii. The Senate Whip shall coordinate the efforts of the Senators.
- iv. The Senate Whip shall inform the Senators of the needs of the Executive Committee in the area of the legislative implementation and oversee their participation.
- v. The Senate Whip shall undertake other duties as outlined in the Bylaws.
- vi. The Senate Whip shall be a voting member of the Executive Committee.
- vii. The Senate Whip is a voting member.

SECTION 7 DUTIES OF ASB CLUBS AND EVENTS BOARD ELECTED OFFICERS For each officer elected by the students to serve the Clubs and Events Board, the following lists their Duties:

A. OFFICE OF THE PRESIDENT OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board President is the Chief Executive Officer for the component part of the Associated Student Body upon which they serve.
- ii. The Clubs and Events Board President represents the Clubs and Events Board to Administration on both the college and district levels.
- iii. The Clubs and Events Board President shall act as a spokesperson and shall preside over all meetings.
- iv. The Clubs and Events Board President shall appoint from within the membership of the board the officers outlined in Article X, Section 6, with approval of a majority vote of the board.
- v. The Clubs and Events Board President may vote only in the case of a tie or to affect

the outcome of the vote (RONR).

- vi. The Clubs and Events Board President shall be an ex officio voting executive member of the Associated Student Body Senate or shall appoint a designee from the Club and Events Executive Committee to hold that position in their absence.
- vii. The Clubs and Events Board President shall undertake other administrative duties as outlined in the Bylaws.
- viii. The Clubs and Events Board President shall chair the Club and Events Executive Committee.
- ix. The Clubs and Events Board President shall be the Vice Chair of the Joint Budget Committee as defined in Article IX.

B. OFFICE OF THE VICE PRESIDENT OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board Vice President oversee the organization of on campus activities and events through the Directors.
- ii. The Clubs and Events Board Vice President shall be responsible for directly overseeing the officers on the Executive Committee, promoting collaboration and pursuing maximum organizational efficiency.
- iii. The Clubs and Events Board Vice President shall be directly responsible for assessing the implementation progress of passed Associated Student Body Club and Events Board legislation.
- iv. The Clubs and Events Board Vice President is a voting member.
- v. The Clubs and Events Board Vice President shall assist the President, and chair the meetings in the time of need, or when the President is unavailable, and shall assume the tasks and responsibilities of the President with the President's written consent and/or when the Office of the President is vacant.
- vi. The Clubs and Events Board Vice President is the Vice Chair of the Clubs and Events Board Executive Committee.
- vii. The Clubs and Events Board Vice President shall be responsible for ensuring the exchange of information between college clubs and the Clubs and Events Board.
- viii. The Clubs and Events Board Vice President shall be versed in the rules of the Clubs and Events Board Bylaws and other governing documents (e.g. Robert's Rules of Order) and serve as a parliamentarian for the Board during general meetings.
- ix. The Clubs and Events Board Vice President shall be directly responsible for assessing the implementation progress of passed Associated Student Body Club and Events Board legislation.
- x. The Clubs and Events Board Vice President shall make frequent reports to the Club and Events Board as to the progress of legislation.
- xi. The Clubs and Events Board Vice President shall undertake other duties as

outlined in the Bylaws.

C. OFFICE OF THE **DIRECTOR** OF FINANCE OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board **Director** of Finance is responsible for the fiscal implementation of all spending Bills, Consent Actions, and Action Items that spend money.
- ii. The Clubs and Events Board **Director** of Finance shall keep the Clubs and Events Board informed on the state of the budget, the progress of previously passed spending initiatives, as well as the available balance in unspent previously allocated funds.
- iii. The Clubs and Events Board **Director** of Finance shall be in charge of maintaining the monetary support of clubs (e.g. incentive point program) and report to the Clubs and Events Board, pursuant to the Clubs and Events Board Bylaws.
- iv. The Clubs and Events Board **Director** of Finance shall be responsible for reconciling the unspent previously allocated funds through periodical Omnibus Reconciliation Bills which will move unspent funds to the appropriate accounts for other purposes.
- v. The **Director** of Finance may refuse to sign a requisition if it violates the Constitution, is not appropriate from the correct fund, or falls outside of the purview of the Clubs and Events Board.
- vi. The Clubs and Events Board **Director** of Finance must give two (2) days of a failure to sign a requisition, cite one of the afore-mentioned violations under part d., and obtain concurrence from the College's Student Life Office.
- vii. The Clubs and Events Board **Director** of Finance shall be a member of the Joint Budget Committee.
- viii. The Clubs and Events Board **Director** of Finance shall undertake other duties as outlined in the Bylaws.
- ix. The Clubs and Events Board **Director** of Finance is a member of the Executive Committee.
- x. The Clubs and Events Board **Director** of Finance is a voting member of the Board.

SECTION 8 DUTIES OF INTERNALLY APPOINTED CLUBS AND EVENTS BOARD OFFICERS

The following officers of the Clubs and Event Boards shall be appointed from the board membership by the Clubs and Events Board President with approval of a majority vote of the board. The duties of each officer are as follows:

A. OFFICE OF THE DIRECTOR OF PUBLIC RELATIONS OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board Director of Public Relations shall be responsible for organizing advocacy and recruitment initiatives.
- ii. The Clubs and Events Board Director of Public Relations shall ensure that the Clubs and Events Board shall organize advertising efforts which utilize on-campus media resources.
- iii. The Clubs and Events Board Director of Public Relations shall assist other Clubs and Events Board Directors in publicizing all Clubs and Events Board authorized events, activities and initiatives.
- iv. The Clubs and Events Board Director of Public Relations shall coordinate the efforts of club advertisement on the Senate's Digital Signage in cooperation with the Senate's Director of Public Relations.
- v. The Clubs and Events Board Director of Public Relations shall oversee the Public Relations Committee and all Clubs and Events Board campus media.
- vi. Clubs and Events Board Director of Public Relations shall undertake other duties as outlined in the Bylaws.
- vii. The Clubs and Events Board Director of Public Relations is a member of the Executive Committee.
- viii. The Clubs and Events Board Director of Public Relations is a voting member.

B. OFFICE OF THE DIRECTOR OF MEDIA RELATIONS OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board Director of Media Relations shall be responsible for creating and designing media for the Club and Events Board.
- ii. The Clubs and Events Board Director of Media Relations shall work in coordination with the Director of Public Relations to organize digital advocacy efforts.
- iii. The Clubs and Events Board Director of Media Relations shall undertake other duties as outlined in the Bylaws.
- iv. The Clubs and Events Board Director of Media Relations is a member of the Executive Committee.
- v. The Clubs and Events Board Director of Media Relations is a voting member.

C. OFFICE OF THE DIRECTOR OF ACTIVITIES OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Club and Events Board Director of Activities is responsible for logistical planning of all Clubs and Events Board events, in collaboration with campus clubs and organizations, and when applicable to the Senate.
- ii. The Clubs and Events Board Director of Activities shall undertake other duties as outlined in the Bylaws.
- iii. The Club and Events Board Director of Activities shall oversee the

Activities Committee, to oversee event and logistic planning.

- iv. The Clubs and Events Board Director of Activities is a member of the Executive Committee.
- iv. The Clubs and Events Board Director of Activities is a voting member.

D. OFFICE OF THE DIRECTOR OF COMMUNICATIONS OF THE ASSOCIATED STUDENT BODY CLUBS AND EVENTS BOARD

- i. The Clubs and Events Board Director of Communications shall be directly responsible for the administration of accountability, transparency, and proper oversight in the Club and Events Board.
- ii. The Clubs and Events Board Director of Communications shall be responsible for the documentation of comprehensive minute and the maintenance, dissemination, and availability of legislative documentation.
- iii. The Clubs and Events Board Director of Communications shall ensure that legislation is updated and amended if applicable, compiled for presentation, and available to Senate members and the public.
- iv. The Clubs and Events Board Director of Communications is responsible for tracking the votes of individual members when applicable as well as recording final votes to appear in final copies of legislation.
- v. The Clubs and Events Board Director of Communications may make periodical reports to the Clubs and Events Board on the state of accountability, transparency, and oversight.
- vi. The Clubs and Events Board Director of Communications shall undertake other duties as outlined in the Bylaws.
- vii. The Clubs and Events Board Director of Communications is a member of the Executive Committee.
- viii. The Clubs and Events Board Director of Communications is a voting member of the Board.

ARTICLE XI REMOVAL

SECTION 1 EXCLUSIVE METHOD

The exclusive methods for the removal of an officer or member of the Student Senate or the Clubs and Events Board by the students is by recall for illegal or unethical conduct, or by Judiciary Committee processes outlined below.

SECTION 2 JOINT JUDICIARY COMMITTEE

- A. The Chairperson shall be the President of the Senate. The Chair shall not count towards the number of Senate members on the committee.
- B. In the event that the Senate President is the subject of Joint Judicial Committee review, the CAEB President shall be the Chair. An additional CAEB member shall be

- appointed by the Vice President of CAEB and confirmed by 2/3 vote of the CAEB board.
- C. All members shall have one vote, except for the chairperson, who may vote only in the case of a tie.
- D. Membership shall be no less than 2 members of the Senate (but no more than 4), 2 members of the Club and Events Board (but no more than 4), and the Chair. The President of each board will appoint and have confirmed by 2/3 vote of their respective boards any committee member.
- E. The duties of the Joint Judiciary Committee shall be to review charges of misconduct by members of the Senate.
- i. Any member of the student body shall have the right to file a complaint against an ASB Senate member.
 - ii. Any complaint must be filed, in writing, to the President of the Senate within 5 calendar days of an alleged violation.
 - iii. Upon receipt of a complaint, the Senate President will forward the complaint to the Student Life Supervisor and the Dean of Students within 2 calendar days.
 - iv. The Chair will schedule a meeting of the Joint Judiciary Committee within 7 calendar days of receiving the complaint. The Committee will meet no later than 10 calendar days of the complaint being filed.
 - v. The member who is the subject of the complaint shall be required to attend the meeting.
 - vi. The member will be allowed to offer evidence and testimony to refute any complaint against them.
 - vii. Any member who refuses to attend a Joint Judiciary Committee meeting shall not be presumed to be guilty. However, the Committee shall have the authority to hold the meeting without the member if they refuse to attend. Any member who refuses to attend the committee meeting will forfeit their right to appeal the recommendation of the committee.
- F. The committee shall make one of the following recommendations to the Student Life Supervisor and Dean of Student Services:
- i. NO ACTION**
A recommendation of no action will signify that the committee does not feel any further action on the complaint needs to be taken by the Senate.
 - ii. UNFOUNDED**
A recommendation of unfounded will signify that the committee found no merit in the complaint.
 - iii. SUSPENSION**
In the event the committee recommends suspension, it will further make a recommendation on the length of the suspension. A recommendation of suspension shall signify the committee concludes a suspension of duties is merited.

iv. REMOVAL

A recommendation of removal by the committee shall signify that the committee found the complaint to be grievous enough for the member to be removed from the Senate. In the event of a recommendation of removal the committee may also recommend a permanent ban of the member from any further ASB involvement.

G. Any member subject to action by the joint Judiciary Committee shall have the right to appeal the recommendation of the committee.

- i. The appeal must be made in writing to the Student Life Supervisor and the Chair of the Judicial Committee within 5 calendar days of the committee's recommendation.
- ii. The appeal board shall consist of The Student Life Supervisor, the Office of the Vice President of Student Services or their designee, and one student to be appointed by the Office of the President or their designee.
- iii. Appeals may be made only on the grounds of gross error in procedure, new evidence, or extreme bias on the part of the judicial board.
Appeals may not be filed solely based on disagreeing with the board's decision.
- iv. The appeal board will have the authority to modify the recommendation of the Joint Judiciary Committee, overturn the decision of the committee, or make no changes to the recommendation of the committee.
- v. The decision of the appeals board must be made within 10 calendar days of receipt of the appeal.
- vi. The Student Life Supervisor will inform the member and the Joint Judiciary Committee in writing of the decision of the appeals board.
- vii. The decision of the appeals board is final and no appeal of the decision shall be allowed.

SECTION 3 RECALL PETITION

To recall a Senator or Clubs and Events Board representative, the students must submit a petition with the signatures of two-thirds (2/3rds) of the number of voters who voted in the last election to the College's Office of Student Life for the College. Those signatures shall be verified by College officials and only those signatures of currently enrolled students shall count towards the required number of signatures.

SECTION 4 RECALL ELECTION

A recall election shall be set within fourteen (14) days after the requirements to enact the recall have been fulfilled. A vote of not less than three-quarters (3/4) of the students who vote in the recall election is required to remove an officer or member from office.

ARTICLE XII MEETINGS

SECTION 1 QUORUM

A quorum to conduct business of any component of the Associated Student Body shall consist of a majority of the currently elected or appointed members of that body. A majority is defined as anything over half.

SECTION 2 MEETING SCHEDULE

Regular meetings of the Senate shall be held a minimum of ten (10) times per semester. Regular meetings of the Clubs and Events Board shall be held a minimum of ten (10) times per semester. Regular meetings of the Joint Budget Committee shall be held a minimum of two (2) times per semester.

SECTION 3 BROWN ACT

All meetings of each component of the Associated Student Body shall be conducted in accordance with the Ralph M. Brown Act (Brown Act). All agendas shall be published in accordance with the Brown Act. The President shall be responsible for posting the agenda, but any other officer is empowered to post an agenda. All minutes of meetings shall be made available by the next meeting of each component of the Associated Student Body. Special and emergency meetings may be called as provided for in the Brown Act.

SECTION 4 RULES

All meetings of each component of the Associated Student Body shall be conducted in accordance with the current edition of *Robert's Rules of Order, Newly Revised*.

ARTICLE XIII VACANCIES IN OFFICE

SECTION 1 EVENT OF VACANCY

An officer or member's position of any component of the Associated Student Body becomes vacant upon the happening of any of the following events:

- A. No officer or member is elected to that position during an election.
- B. The officer or member resigns.
- C. The officer or member is recalled.
- D. The officer or member misses two (2) meetings without excuse.
- E. The officer or member arrives late to four (4) meetings without excuse.
- F. The officer or member is determined to have failed to maintain the qualifications for the office.
- G. The officer or member is determined, after a hearing, to have engaged in illegal behavior while acting in his or her role as a member of the Associated Student Body.
- H. The officer or member fails to complete any required orientation in a timely fashion.

SECTION 2 DETERMINATION OF VACANCY

The existence of whether an office or member's position or any component of the Associated Student Body is vacant shall be made as follows:

A. ILLEGAL CONDUCT

The existence of a vacancy based upon illegal conduct shall be determined by the 2/3 vote of the remaining members of the Component of the Associated Student Body, after a hearing, and requires the concurrence of the College's Office of Student Life.

B. INELIGIBILITY

The existence of a vacancy based upon ineligibility shall be determined solely by the College's Office of Student Life.

SECTION 3 FILLING A VACANCY

In consultation with the College's Office of Student Life, a component of the Associated Student Body shall fill vacant positions by appointment by a majority vote of the component of the Associated Student Body or alternatively by a special election. Special elections may only be held with the concurrence of the College's Office of Student Life.

ARTICLE XIV LIMITATIONS ON POWERS

SECTION 1 ADVISORS, EDUCATORS, AND RESOURCES

The Associated Student Body, and each component thereof, shall have an advisor appointed by the College. Every act or omission of the Associated Student Body, and any component thereof, shall be subject to the review and approval of the College's Office of Student Life, the advisor, the Vice President of Student Services and the President of the College. Advisors may work with elected and appointed student representatives to address performance related concerns as part of the learning experience that is student participatory governance. Ultimate review and approval of the actions and omissions of the associated Student Body and each of its components remains with the Los Rios Community College District Board of Trustees. It is the desire of the Associated Student Body that efforts be made to provide information to incoming student representatives that defines the role and scope of the College's Office of Student Life, raises awareness of their educational function, and informs them of the resources available to student representatives as it relates to shared governance, legislative advocacy, and college activities. If an appropriate College official should find that a decision or action is beyond the defined purview of the elected student officer or member, that official should have the ability to take corrective action.

SECTION 2 SUPREMACY CLAUSE

The Associated Student Body and its components are bound by the Policies and Regulations of the Los Rios Community College District, and all applicable state and federal laws and regulations.

SECTION 3 LEGISLATIVE POSITIONS

- A. Only the Student Senate may adopt official positions on specific state and federal legislative issues. The Student Senate shall not adopt any official position on a legislative issue unless the outcome will have a significant impact on
 - i. The students in their role as students,
 - ii. College or District policies, regulations, or procedures; or
 - iii. Shared governance of the College.
- B. The Student Senate may adopt resolutions in support of statewide and local education bonds.
- C. In no event shall a student association, or its component, endorse or oppose a candidate for political office.

SECTION 4 RESERVATION OF POWERS

All powers not explicitly granted to the Associated Student Body remain with the Los Rios Community College District Board of Trustees.

ARTICLE XV ELECTIONS

SECTION 1 DIRECTION AND DATE

The elections for the Associated Student Body shall take place under the direction and supervision of the College Vice President of Student Services or designee. The elections shall be held in April. The election shall be held on the same days at each college. The April election dates shall be scheduled during the month of September preceding the election.

SECTION 2 SPECIAL ELECTIONS

Special elections may be called as necessary. Special elections may be held only for (a) changes in the constitution; (b) the creation of a new elective office in the Associated Student Body; or (c) after an election, all elective offices of the Student Senate or Clubs and Events Board remain vacant.

SECTION 3 VOTER ELIGIBILITY

Students may vote in the student association elections at any and all colleges at which they are enrolled at the time of the election.

SECTION 4 ELECTION INTENT

It is the intent of the Associated Student Body that the elections for the Associated Student Body shall be held in accordance with all of the following principles:

- A. The elections shall be fundamentally fair.
- B. The elections shall be a learning experience.
- C. The elections shall uniformly enfranchise voters with elections open to students from various locations on campus, at educational centers, and at all times of the day during which classes are offered.
- D. The election shall be based on the universal suffrage principle of “one person-one vote.”
- E. The election shall preserve the principal of confidentiality of the ballot.
- F. The election process shall provide for the adequate distribution and display of comprehensive campaign information to all eligible voters.
- G. The election process shall be subject to limitations on campaign expenditures.
- H. The election counting processes shall be transparent.

SECTION 5 OVERSIGHT

The President of the College or his/her designee retains oversight over these elections and may investigate any irregularities that may have affected the fundamental fairness of the elections.

SECTION 6 IRREGULARITIES

In the event the President of the College, or his/her designee, concludes there was a material irregularity in the election, the President, or his or her designee may, pursuant to Los Rios Community College District Policies and Administrative Regulations:

- A. Validate the election;
- B. Invalidate the election and require a re-election;
- C. Validate the election by excluding votes from a polling place where the irregularity occurred; or
- D. Make any other determination that fairness requires.

SECTION 7 CAMPAIGNING

- A. For Campaigning Policies, refer to the District Policies and Regulations which are subject to amendment by the District through its shared governance process.

B. Updated Campaigning Policies shall be included in the petition packet for candidates seeking elected office.

ARTICLE XVI AMENDMENTS

SECTION 1

This Constitution may be amended by concurrent resolutions passed by two thirds (2/3) of the members of the Senate and two thirds (2/3) of the members of the Clubs and Events Board and ratified by the students in a generally scheduled election.

SECTION 2

Any amendment requires the ratification of 2/3 of the students voting in a generally scheduled election.

SECTION 3

Any amendment of this constitution is subject to the review and approval of the Los Rios Community College District Board of Trustees.

ARTICLE XVII BY-LAWS

SECTION 1 ENACTING BY-LAWS

Each component of the Associated Student Body shall enact bylaws which govern the day to day operation of that component of the Associated Student Body. Those Bylaws are subject to the approval of appropriate college officials.

SECTION 2 AMENDMENT

Bylaws may be adopted or amended by a 2/3 vote of the component of the Associated Student Body that seeks to enact them.

ARTICLE XVIII ENABLING/RATIFICATION

SECTION 1 ENABLING

This Constitution becomes effective upon adoption by 2/3 of the student body voting in a generally scheduled election of the students of American River College.

SECTION 2 PROCEDURES

The date of ratification of this Constitution and any subsequent amendment must be listed as an appendix to this constitution.

SECTION 3 SUPERSEDED CONSTITUTIONS

Upon ratification of this Constitution, all prior constitutions and bylaws of the Associated Student Body are null and void and of no force or effect.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Disposition of Surplus Equipment	ATTACHMENT: None	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Consent Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King	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 Chromebook; 29 computers; 2 DVD/VCR units; 1 fax machine; 7 laptops; 13 monitors; 1 postage machine; 2 printers and 2 projectors.

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: July 10, 2024

SUBJECT:	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Consent Item D	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:

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

CHANGE ORDERS				
Bid No	Change Amount	Change Number	Vendor	New Contract Total
23015	\$392,411.57	6	John F Otto Inc	\$60,562,895.34
C24015	\$10,000.00	1	Color New Co	\$116,000.00
23003	\$1,328,286.36	4	John F Otto Inc	\$66,639,706.52
22001	\$6886.00	8	D.G. Granade Inc	\$4,942,328.00

RECOMMENDATION:

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Ratify: Affiliation and Other Agreements	ATTACHMENT: None
		ENCLOSURE: None
		STRATEGIC PLAN GOAL(S): 4
AGENDA ITEM:	Consent Item E	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE <i>Upz</i>
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	FIRST READING <i>Brian King</i>
		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
Vibra Hospital	PTA/OTA ¹	SCC	04/04/2024	Evergreen
San Joaquin General Hospital	PMED ²	ARC	06/21/2024	EXP: 06/21/2027

¹PTA/OTA: Physical Therapy/ Occupational Therapy Assistant

²PMED: Paramedic

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: July 10, 2024

SUBJECT:	Ratify: Grants and Contracts Awarded	ATTACHMENT: None
		ENCLOSURE: None
		STRATEGIC PLAN GOAL(S): 1 and 5
AGENDA ITEM:	Consent Item F	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Brian King	CONSENT/ROUTINE X
	Brian King, Chancellor	FIRST READING
APPROVED FOR CONSIDERATION:	Brian King	ACTION
	Brian King, Chancellor	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
COYA Apprenticeship Planning Grant <ul style="list-style-type: none"> Funding is being used to establish a California Registered Apprenticeship Program for Opportunity Youth to become Certified Direct Support Professionals. 06/30/2024 - 06/30/2026 Administrator: Derrick Booth, Associate Vice President, Instruction and Workplace Development 	ARC	\$376,570.34	Department of Industrial Relations
Institutional Effectiveness Partnership Initiative (IEPI) – Innovation and Effectiveness Grant <ul style="list-style-type: none"> Funding will be used to enhance student outcomes, improve faculty course assessments, and foster a culture of reflection and humility 07/01/2024 - 06/30/2025 Administrator: Tadael Emiru, Associate Vice President, Equity, Institutional Effectiveness and Innovation 	CRC	\$200,000	California Community Colleges Chancellors Office

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: July 10, 2024

SUBJECT:	Purchase Orders, Warrants, Checks and Electronic Transfers	ATTACHMENT: Yes	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Consent Item G	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration <i>Mario Rodriguez</i>	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

BACKGROUND:

A listing of purchase orders, warrants, checks and wires issued during the period of May 16, 2024, through June 15, 2024 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	0001132173 - 0001134779	\$ 2,170,815.64
Capital Outlay Fund	0003019853-0003019947	
Child Development Fund	0006001223-0006001224	
Self-Insurance Fund	0009000523-000900523	
WARRANTS		
General Fund	867787-869553	\$ 32,966,306.31
General Fund-ARC Instructional Related	013076-013157	
General Fund-CRC Instructional Related	024675-024686	
General Fund-FLC Instructional Related	032296-032315	
General Fund-SCC Instructional Related	049729-049757	
Capital Outlay Fund	837628-837754	
Student Financial Aid Fund	901703-901709	
Child Development Fund	955419-955440	
Self-Insurance Fund	976821-976826	
ODSFD	-	
Payroll Warrants	571651- 572215	\$ 10,346,857.55
Payroll Vendor Warrants	72389-72502	
June Leave Process	572216-573937	
CHECKS		
Financial Aid Disbursements (PeopleSoft)	-	\$ 4,648,896.32
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6841-6844	\$ 45,704.57
Student Clubs Agency Fund – CRC	6211-6231	
Student Clubs Agency Fund – FLC	3335-3343	
Student Clubs Agency Fund – SCC	5136-5152	
Foundation – ARC	7840-7861	\$ 115,907.17
Foundation – CRC	3304-3306	
Foundation – FLC	2624-2648	
Foundation – SCC	7384-7401	
Foundation – DO	2310-2353	\$ 5,332.98
Associated Students Trust Fund – ARC	1123-1127	
Associated Students Trust Fund – CRC	1013-1017	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	\$ -
Regional Performing Arts Center Fund	-	
ELECTRONIC TRANSFERS		
GENFD Financial Aid	-	\$ 215,651.95
Board of Equalization	-	\$ -
PARS Wire	-	\$ 41,827.07
Retiree Health Trust	-	\$ -
CDTFA-ACH	-	\$ 34,300.00
Scholarships	-	\$ -
Payroll Direct Deposit Advices	1285396-1291365	\$ 21,814,880.78
Other Payroll Transactions	-	\$ 1,601.00
Keenan	-	\$ 138,925.79
CARES Act/HEERF II	-	\$ -
International Wire	-	\$ 45,120.00
SB85	-	\$ 34,901.00
SB85 Debt Relief	-	\$ -
Self-Insurance Fund	-	\$ 119,024.85
PITCO- Wire	-	\$ -
HEERFII	-	\$ -
Pacific Grove-Wire	-	\$ 2,514.78
Fidelity	-	\$ 116,086.44
Regional Transit Wire	-	\$ -

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Classification of Contract Employees 2024-2025	ATTACHMENT: Yes	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Consent Item H	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King	ACTION	
		INFORMATION	

STATUS:

Per Education Code Section 87477, governing boards of community college districts shall classify as contract employees, those faculty members who have not been classified as regular employees or as temporary employees.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the attached changes in certificated personnel employment status effective July 1, 2024.

FROM FIRST-YEAR CONTRACT TO SECOND-YEAR CONTRACT STATUS

American River College	Cosumnes River College	Folsom Lake College	Sacramento City College
Adams, Timothy Currier, Daniel Stark, Stacey	Juner, Samantha Madden, William Merritt, Brandon Paul, Manuel	Garcia, William Ruiz, Juana	Neilson, Wendy

FROM SECOND-YEAR CONTRACT TO THIRD-YEAR CONTRACT STATUS

American River College	Cosumnes River College	Folsom Lake College	Sacramento City College
Carnero, Mark	Burris, Jessica	Benford, William	Anderson, David
Chang, Kate	Gardner, Noah	Charles-Bonner, Susie	Beebe, Katelyn
Dupree, Anna	Hung, Winnie	Sugie, Casey	Borowczyk, Ewa
Griffin, Madison	Johnson, Robin	Swink, Mark	Cisneros, Claudio
Juner, Robert	Mico, Don		Fuertes, Luz
Marvelli, Anthony	Phillips, Eugene		Gelotte, Danielle
Munoz, David	Reichelt Weathers, Andilene		Koumelis, Megan
Nakada, Michael	Spisak, John		Marsh, Gideon
Popowicz, Dylan	Tovar, Alejandra		Ochoa, Gerardo
	Yoon, Haengku		Oliver Graybill, Ann
			Unzueta, Robert
			Vertido, John

FROM THIRD-YEAR CONTRACT TO FOURTH-YEAR CONTRACT STATUS

American River College	Cosumnes River College	Sacramento City College
Akawi, Robin Coleman, Elizabeth Mann, Nicole Marr, Ingrid Paez, Alexander Romo, Angela Sanborn, Stacie	Fuller, Serena Godinho, Marianina	DeSouza, Kara Gillies-Doherty, Laura Goodwin, Jason Villalva, Janelle

FROM FOURTH-YEAR CONTRACT TO REGULAR CONTRACT STATUS

American River College	Folsom Lake College	Sacramento City College
Farahmandnia, Saideh	Murphy, Patrick Ozeran, Megan	Marquez, Sabrina Romero Jr., Jesus

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Human Resources Transactions	ATTACHMENT: Yes	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
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	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>Position</u>	<u>Effective Date(s)</u>
<u>District Office</u>		
Woo, Harvey (M.A., California State University, Long Beach)	Chief of Police – Step 4	08/01/24
<u>District Office – Ethan Way</u>		
Avila, Mateo (J.D., Santa Clara Law School)	Director (VI) of Degree Planning and Graduation Initiatives	07/01/24 – 06/30/25 (Revised)

APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S)

<u>Name</u>	<u>Position</u>	<u>Effective Date(s)</u>
<u>Cosumnes River College</u>		
Philpot, Shaina (Ph.D., National University)	Director (VII) of Native American Student Support and Success Program (NASSSP)	07/08/24 – 06/30/25 (Revised)
<u>District Office</u>		
Dixon, Melanie (M.S., Portland State University)	Grant Program Executive Director (I) of Project Attain! (Associate Vice Chancellor)	07/01/24 – 07/12/24

APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S) – RESCISON(S)

<u>Name</u>	<u>Position</u>	<u>Effective Date(s)</u>
<u>Cosumnes River College</u>		
Philpot, Shaina (Ph.D., National University)	Director (VII) of Native American Student Support and Success Program (NASSSP)	06/13/24 – 06/30/24

MANAGEMENT

APPOINTMENT(S) TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Milano, Angela (M.A., Texas A&M University)	Interim Vice President of Instruction	07/01/24 – 12/31/24
<u>Cosumnes River College</u>		
Sanchez, Melissa (M.A., California State University, Sacramento)	Interim Project Director (X) of TRIO Upward Bound Programs	03/19/24 – 01/31/25 (Revised)
Wilson, Trinity (M.A., Mills College)	Interim Project Director (X) for TRIO Student Support Services (Regular/STEM)	02/07/24 – 01/31/25 (Revised)

District Office

Khang, Peter (J.D., Lincoln Law School of Sacramento)	Interim Chief Counsel	02/05/24 – 12/31/24 (Revised)
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Peshon McGarry, Mariko (Ph.D., University of San Diego)	Interim Associate Vice President of Student Resources, Financial Aid	07/01/24 – 12/31/24
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Sacramento City College

Chaidez, Nayeli (M.A., California State University, Sacramento)	Interim Hispanic Serving Institution (HSI) Grant Project Director (VII)	06/01/23 – 08/19/24 (Revised)
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LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>			
Chavez Hernandez, Rosana	Hispanic Serving Institution (HSI) Grant Project Director (VII)	Personal	06/01/24 – 08/16/24

MANAGEMENT

RESIGNATION(S)

<u>Name</u>	<u>Position</u>	<u>Effective Date(s)</u>
<u>District Office</u>		
Dixon, Melanie	Grant Program Executive Director (I) of Project Attain! (Associate Vice Chancellor)	07/13/24
<u>Folsom Lake College</u>		
Xiong, King	Director (VII) of Special Populations	07/06/24

RETIREMENT(S)

<u>Name</u>	<u>Position</u>	<u>Effective Date(s)</u>
<u>District Office</u>		
Balsamo, Brenda	Director (I) of Human Resources (After 33+ years of regular service)	12/31/24
Cox, Valerie	Police Captain (After 32+ years of regular service)	08/03/24
Day, Christopher	Police Captain (After 30+ years of service)	07/18/24 (Revised)

MANAGEMENT

Dixon, Melanie, Grant Program Executive Director (I) of Project Attain! (Associate Vice Chancellor)

Significant Contract Terms:

Salary: \$228,644/annually – Step 5, Level A, plus 15-year longevity on the 2023 – 2024 Management Salary Schedule

Health/Welfare Benefits: The Officer may select and participate in any District medical, dental, and other health plans available to other District scheduled administrators. Without regard to which health plan the Officer chooses, the Officer's out-of-pocket costs for such premiums shall be no greater than any scheduled administrator for the lowest cost traditional health care plan (excluding Deductible Health Maintenance Organization or other nontraditional plans).

Auto Expenses: \$550/month for In-District Travel

Khang, Peter, Interim Chief Counsel

Significant Contract Terms:

Salary: \$247,140/annually – Step 1, Level B, plus an educational incentive on the 2023 – 2024 Management Salary Schedule

Health/Welfare Benefits: The Officer may select and participate in any District medical, dental, and other health plans available to other District scheduled administrators. Without regard to which health plan the Officer chooses, the Officer's out-of-pocket costs for such premiums shall be no greater than any scheduled administrator for the lowest cost traditional health care plan (excluding Deductible Health Maintenance Organization or other nontraditional plans).

Auto Expenses: \$550/month for In-District Travel

Woo, Harvey, Chief of Police

Significant Contract Terms:

Salary: \$224,160/annually – Step 4, Level A, plus 20-year longevity on the 2023 – 2024 Management Salary Schedule

Health/Welfare Benefits: The Officer may select and participate in any District medical, dental, and other health plans available to other District scheduled administrators. Without regard to which health plan the Officer chooses, the Officer's out-of-pocket costs for such premiums shall be no greater than any scheduled administrator for the lowest cost traditional health care plan (excluding Deductible Health Maintenance Organization or other nontraditional plans).

In lieu of auto expenses, a District-issued cellular phone for business use and an unmarked LRPD emergency vehicle authorized for take-home use will be provided.

FACULTY

APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Austin, Leroy (M.A., California State University, Sacramento)	Speech Communication Assistant Professor	08/22/24
Delgadillo, Marisol (M.A., California State University, Sacramento)	Anthropology (Biological Emphasis) Assistant Professor	08/22/24
Fajardo, Heather (M.S., California State University, Sacramento)	Biology Assistant Professor (Anatomy & Physiology)	08/22/24
Gangursky, Behnaz (Ph.D., Tokyo University of Agriculture and Technology)	Biology Assistant Professor (Anatomy & Physiology)	08/22/24
Hartman, Galen (B.A., Azusa Pacific University)	Automotive Collision Technology Assistant Professor	08/22/24
Mokarami, Behrang (M.S. Equivalency)	Accounting Assistant Professor	08/22/24
Nokkeo, Jeff (M.B.A., Argosy University)	Design and Engineering Technology Assistant Professor	08/22/24
San Julian, Mieke (M.A., California State University, Stanislaus)	Psychology Assistant Professor (Research Methods and Statistics)	08/22/24
Simon, Sabina (M.A., Teachers College of Columbia University)	English as a Second Language (ESL) Assistant Professor	08/22/24
Yu, Eric (M.S., University of California, San Diego)	Organic Chemistry Assistant Professor	08/22/24
<u>Cosumnes River College</u>		
Kirby, Samuel (M.A., Concordia University)	Kinesiology, Health, and Athletics Assistant Professor and Women Basketball Coach	08/22/24
<u>Sacramento City College</u>		
Layton, Jessica (M.A., Royal College of Art)	Photography Assistant Professor	08/22/24
Lee, Sejin (M.A. Equivalency)	Psychology Assistant Professor (Biological Psychology)	08/22/24
Theodore, Caleb (M.A., Concordia University)	Kinesiology, Health, and Athletics Assistant Professor and Head Women's Basketball Coach	08/22/24

FACULTY

APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(s)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
McKnight, Dana	Foster Care & Education/Youth Empowerment Strategies for Success (YESS) - Independent Living Program (ILP) Coordinator (M.S.W., California State University, Sacramento)	07/01/24 – 06/30/25

APPOINTMENT(S) TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Mayorga, Kristina	Ethnic Studies Assistant Professor (Emphasis in Chicano/a/o Studies), L.T.T. (M.A. Equivalency)	08/22/24 – 12/19/24
<u>Cosumnes River College</u>		
Austin, April	Public Services Librarian, L.T.T. (M.L.I.S., San Jose State University)	08/22/24 – 05/22/25

LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>American River College</u>			
Griffin, Madison	English as a Second Language Professor	Maternity	08/24/24 – 10/19/24
Griffin, Madison	English as a Second Language Professor	Child Care	10/20/24 – 12/19/24
<u>Cosumnes River College</u>			
Farley, Rhonda	English as a Second Language Professor	Type C	08/22/24 – 12/19/24
Tovar, Alejandra	Counselor	Maternity	09/23/24 – 10/18/24
Tovar, Alejandra	Counselor	Childcare	10/21/24 – 12/13/24
Tovar, Alejandra	Counselor	Childcare	01/02/25 – 01/31/25
Tovar, Alejandra	Counselor	Childcare	06/02/25 – 06/30/25

FACULTY

LEAVE(S) OF ABSENCE - CONTINUEDSacramento City College

Yaroshevich, Nataliya DSPS Counselor Personal (25%) 07/01/24 – 12/20/24

REASSIGNMENT(S) / TRANSFER(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>		
Chevraux-FitzHugh, Adrian	Sociology Professor From Faculty Research Coordinator (40%)/ Sociology Professor (60%)	07/01/20 (Revised)

RETIREMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Zarzana, Linda	Biology Professor (70%) / Science Skill Center Coordinator (30%) (After 34+ years of regular service)	07/01/24

**2024–2025 SABBATICAL AND PROFESSIONAL
DEVELOPMENT LEAVE(S) – REVISIONS**

The following is a revision from the 2024 - 2025 Sabbatical and Professional Development Leaves approved by the Board of Trustees on April 10, 2024.

Sacramento City CollegeType B Leave Time

The proposal has been withdrawn for the following faculty member indicated below:

<u>Employee</u>	<u>Discipline</u>	<u>Percent</u>	<u>Semester</u>	<u>Annual FTE</u>
Boone, Ada Hoerl	Occupational Therapy	20%	Fall 2024	.100

TEMPORARY, PART-TIME EMPLOYEES Fall 2023
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Lafond, Daniel	Administration of Justice	1 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Leonhardt, Camille	History	20 %
Lopez, Veronica	Nutrition, Foods, and Culinary Arts	20 %
Machado, Geraldine	Human Services	20 %
Mann, Nicole	Chemistry, General	16 %
Martinez, Marlene	Study Skills	8 %
Martinez, Marlene	Biomedical Instrumentation	5 %
Neale, Jennifer	Natural Resources	20 %
Niedzinski, Edmund	Chemistry, General	12 %
Owens, Rocio	Mathematics, General	27 %
Romo, Angela	Chemistry, General	16 %
Shubb, Alisa	Speech Communication	60 %
Smith, Lori	Physiology (Includes Anatomy)	32 %
Smith, Lori	Physiology (Includes Anatomy)	20 %
Volz, Christopher	Physics, General	16 %
Volz, Christopher	Physics, General	20 %
Williams, Dacia	Psychology, General	60 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Lam, Nam	Mathematics, General	15 %
Lam, Nam	Mathematics, General	20 %
Mulhern, Jeannette	Child Development/Early Care and Education	47 %
Neff, Eric	Biology, General	32 %
Neff, Eric	Biology, General	20 %
Panagakos, Anastasia	Anthropology	20 %
Pandey, Rajeev	Chemistry, General	16 %
Wagner, Lauren	Television (including combined TV/film/v	13 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Watanabe, Matthew	Business Administration	60 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Lum, Belinda	Academic Guidance	25 %
Woolley, Nicole	Film History and Criticism	40 %

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 2023
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Xu, Meili	Computer Programming	30 %
Xu, Meili	Computer Programming	20 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Echeverria, Nick	Administration of Justice	1 %
Echeverria, Nick	Coordinator	1 %
Finnerty, Kevin	Administration of Justice	1 %
Jungkeit, James	Administration of Justice	1 %
Keyes, Timothy	Paramedic	41 %
Lafond, Daniel	Administration of Justice	1 %
Needler, Jennifer	Paramedic	2 %
Stevens, DeAnna	Administration of Justice	1 %
Taslim, Erick	Paramedic	22 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Ahmadi, Abbas	Computer Networking	71 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Radekin, Rachel	Counselor	37 %
Reno, Susan	Health Occupations, General	53 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Madrigal, Abraham	Counselor	60 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Goold, Grant	Paramedic	22 %
Leonhardt, Camille	History	20 %
Lopez, Veronica	Nutrition, Foods, and Culinary Arts	20 %
Mann, Nicole	Chemistry, General	27 %
Martinez, Marlene	Study Skills	8 %
Neale, Jennifer	Natural Resources	16 %
Neale, Jennifer	Biology, General	40 %
Owens, Rocio	Mathematics, General	47 %
Reynolds, Laurinda	Psychology, General	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

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Ridgway, Theodore	Mathematics, General	27 %
Romo, Angela	Study Skills	8 %
Sanborn, Stacie	Registered Nursing	14 %
Spurgeon, Michael	English	20 %
Volz, Christopher	Physics, General	16 %
Volz, Christopher	Physics, General	20 %
Young, Shih-Wen	Physics, General	60 %
Zhang, Lingling	Accounting	20 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Ninh, Thien-Huong	Sociology	15 %
Ninh, Thien-Huong	Sociology	13 %
Pandey, Rajeev	Chemistry, General	48 %
Parks, Lance	Computer Networking	47 %
Wagner, Lauren	Television (including combined TV/film/v	33 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Watanabe, Matthew	Marketing & Distribution	40 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Kem-Rivera, Toladette	Counselor	9 %
Lum, Belinda	Ethnic and Cultural Studies	20 %
Miller, William	Chemistry, General	21 %
Town, James	Other Engineering and Related Industrial Te	8 %
Town, James	Other Engineering and Related Industrial Te	10 %
Tuifua, Amelia	Counselor	3 %
Waxman, Robyn	Computer Graphics and Digital Imagery	23 %
Waxman, Robyn	Digital Media	27 %
Whipple V, Charles	Sociology	20 %
Woolley, Nicole	Film Studies	60 %

TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abdullah, Zainab	Ethnic and Cultural Studies	40 %
Adams, Timothy	Fire Technology	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 Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Adams, Timothy	Coordinator	1 %
Adams, Jane	Counselor	12 %
Adams, Jane	Counselor	47 %
Adel, Haley	Nutrition, Foods, and Culinary Arts	20 %
Aldana, Natana	Classics-Humanities	20 %
Al-Gburi, Badeeah	Drafting Technology	30 %
Alsarraj, Jian	Counselor	11 %
Anaya, Dan	Computer Programming	40 %
Andre, Susan	Job Seeking/Changing Skills	13 %
Angelone, Michael	English	60 %
Anishchenko, Svetlana	Mathematics, General	27 %
Aranas, Zsanel Jestine	ESL Speaking/Listening	20 %
Arellanes, Paul	Intercollegiate Athletics	15 %
Arnfeld, Rebecca	Fine Arts, General	60 %
Aubert, John	Geography	20 %
Austin, Leroy	Speech Communication	60 %
Avila, Adrianne	Mathematics, General	57 %
Ayala-Garcia, Marisol	Paramedic	3 %
Babka, Cary	Film Studies	20 %
Badea-Mic, Mihaela	Physiology (Includes Anatomy)	52 %
Baiz, Louis	Intercollegiate Athletics	15 %
Barela, Jesus	Painting & Drawing	28 %
Bastian, Gregory	Business Administration	20 %
Baxter, Kenneth	Political Science	40 %
Beattie, Brandon	Welding Technology	22 %
Beccarelli, Lori	Nutrition, Foods, and Culinary Arts	40 %
Beckerman, Nathan	Paramedic	6 %
Beckum, LaQuisha	Psychology, General	20 %
Bennett, Heidi	Business and Commerce, General	20 %
Bertoglio, Nancy	Reading	20 %
Black, Bethani	Recreation	20 %
Black, Eric	Physical Education	15 %
Blitz, Adam	Paramedic	55 %
Blunk, Dawn	English	60 %
Boroughs, Terry	Geology	36 %
Bovard, Victoria	Psychology, General	40 %
Bowden, Paula Ellen	Anthropology	36 %
Bright, Lisa	Anthropology	36 %
Brunkala, Joel	English	40 %
Brynelson, Julia	Paralegal	40 %
Buljan, Laurette	English	7 %
Button, Melinda	Anthropology	36 %
Byrd, Steven	Welding Technology	15 %
Byrd, Steven	Art	8 %
Caputo, Joseph	Mathematics, General	33 %
Carnero, Mark	Ethnic and Cultural Studies	60 %
Carney, Diane	Biology, General	20 %
Carr, Lisa	Child Development Administration and Mana	20 %
Casper-Denman, Kristina	Anthropology	20 %
Chapek, Carl	Software Applications	35 %
Chau, Thao	Mathematics, General	20 %
Chavez, Lauren	Anthropology	36 %

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 Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Chen, Chiuping	Economics	40 %
Chima Sanchez, Francisco	Mathematics, General	60 %
Choate, Spencer	Speech Communication	20 %
Chong, Eun A	Mathematics, General	33 %
Chou, Susan	Nutrition, Foods, and Culinary Arts	60 %
Clark Jr., Brent	Sociology	20 %
Clark, Evan	Speech Communication	20 %
Colby, Shannon	Psychology, General	40 %
Coldiron, John	Health Occupations, General	20 %
Collihan, Kathleen	Political Science	60 %
Condos, Marc	Business and Commerce, General	60 %
Connors, Valerie	English	43 %
Constante, David	Psychology, General	20 %
Contino, Colin	Biology, General	52 %
Cooper, Paul	History	20 %
Cotton, Gary	Software Applications	29 %
Crowder, Michael	English	60 %
Currea, Ana Maria	Spanish	47 %
Currier, Daniel	Mortuary Science	27 %
Czaja, Diane	Respiratory Care/Therapy	48 %
Davis, Danielle	History	40 %
Davis, William	Biology, General	20 %
Delgado, Lisa	Physical Education	15 %
Delnero, Christina	Counselor	10 %
Djamali, Essmaail	Chemistry, General	59 %
Dorris, Tamara	Real Estate	20 %
Drobot, Mikhail	Diesel Technology	27 %
Duan, Xin-Ran	Mathematics, General	40 %
Duff, Jeanne	Software Applications	18 %
Duncan, John Lee	Human Services	20 %
Duran, James	Mathematics, General	27 %
Duran, James	Mathematics Skills	13 %
Eberhardt, Claire	History	60 %
Echeverria, Nick	Administration of Justice	47 %
Echeverria, Nick	Coordinator	1 %
Eckley, Teresa	Psychology, General	40 %
Eifertsen, Dyne	Music	40 %
Elston, Tyler	Sociology	20 %
Engler, Denise	Reading	10 %
Engstrom, Karina	Biology, General	40 %
Evans, David	ESL Integrated	23 %
Feely, Abigail	History	20 %
Fertel, Kristine	ESL Writing	20 %
Finnecy, Timothy	Physical Education	20 %
Fix, Andrew	Philosophy	20 %
Fleshman, Dane	Mathematics, General	60 %
Foley, Morgan	Administration of Justice	1 %
Fortman, Anita	Counselor	8 %
Foster, William	Physiology (Includes Anatomy)	52 %
French, Benjamin	Automotive Technology	37 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Fusco, Sandro	Mathematics, General	33 %
Gable, Monica	Paralegal	20 %
Gager, Tamatha	Psychology, General	20 %
Galmant, Jekaterina	Russian	27 %
Galvin, Jerome	Welding Technology	28 %
Garcia, Monica	Spanish	27 %
Ghazianzad, Mahsan	Painting & Drawing	28 %
Gilbert-Valencia, Daniel	Software Applications	18 %
Gilbert-Valencia, Daniel	Computer Infrastructure and Support	24 %
Gilman, Joseph	Music	20 %
Giorgetti, Leonardo	Italian	27 %
Giorgi, Mark	Physical Education	35 %
Giusti, Anthony	Nutrition, Foods, and Culinary Arts	60 %
Glenn, Daniel	ESL Integrated	23 %
Goldbar, Christine	English	40 %
Goldberg, Stephen	Paralegal	20 %
Gomez, Martin	Counselor	11 %
Gonsalves, Jana	Nutrition, Foods, and Culinary Arts	60 %
Gonzalez, Robert	Business Administration	40 %
Goold, Grant	Paramedic	50 %
Goold, Grant	Cross Term	2 %
Goold, Grant	Cross Term	7 %
Gorchoff, Sara	Psychology, General	20 %
Gorsuch, Susan	Administration of Justice	1 %
Gottke, Darren	Chemistry, General	59 %
Gourdine, Traci	Creative Writing	60 %
Guadalupe, Krishna	Sociology	20 %
Gutowsky, Edward	English	20 %
Hake, Patricia	English	20 %
Hamkar, Behzad	History	40 %
Herman, Kathryn	Counselor	42 %
Hernandez, Israel	Administration of Justice	1 %
Hickman, Lauren	Child Development/Early Care and Education	20 %
Hijazi, Nidal	Sociology	40 %
Hisel, Kathleen	Counselor	33 %
Hojat, Payam	Computer Networking	24 %
Hughes, Heather	Counselor	19 %
Hughes, Heather	Counselor	17 %
Ilaga, Lisa	Respiratory Care/Therapy	48 %
Jacobs, David	Philosophy	40 %
Jay, Susan	General Work Experience	33 %
Johnson, Kristopher	Computer Infrastructure and Support	24 %
Johnson, Kristopher	Computer Networking	24 %
Kiefer, Christian	English	40 %
Kiefer, Michelle	Child Development/Early Care and Education	20 %
Kiefer, Michelle	Child Development Administration and Mana	13 %
Kinoshita, Rory	Mathematics, General	40 %
Kinuthia, Kamau	Economics	20 %
Kiteck, Peter	Mathematics, General	27 %
Knirk, Brian	Culinary Arts	19 %
Knirk, Brian	Restaurant and Food Services Management	27 %
Knox, Paul	English	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Koerner, Zachary	Intercollegiate Athletics	15 %
Laird, Brian	Administration of Justice	1 %
LaMarr, Todd	Child Development/Early Care and Education	60 %
Lambdin, Jannae	Adapted Physical Education	8 %
Le, John	Marketing & Distribution	20 %
Lechner-Luke, Bailey	Psychology, General	20 %
Lechner-Luke, Bailey	Human Services	20 %
Lee, Sara	History	20 %
Leibrock, Rachel	Creative Writing	20 %
Lewis, Deana	ESL Writing	20 %
Licon, Glen	Political Science	60 %
Limmaneeprasert, Oranit	ESL Writing	20 %
Lingsweiler, Ryan	Speech Communication	20 %
Lipowitz, Cassie	Religious Studies	20 %
Logan, Thomas	English	60 %
Long, Jason	Film History and Criticism	20 %
Long, Jason	Creative Writing	20 %
Lovelace, Kevin	Business and Commerce, General	40 %
Lovering, Janay	English	53 %
Lowden, Carson	Intercollegiate Athletics	15 %
Manukyan, Knarik	Mathematics, General	40 %
Marawala, Zarir	Physiology (Includes Anatomy)	52 %
Marion, Derrick	Administration of Justice	1 %
Marvelli, Anthony	Music	40 %
Massetti, Thomas	Administration of Justice	1 %
Matsunami, Joline	Physical Education	15 %
Matteoli, Erik	Paramedic	25 %
Mattson, Sarah	Art	28 %
Maurino, Molly	Physical Education	30 %
Mayes, Orrlando	Administration of Justice	1 %
Mayorga, Kristina	Ethnic and Cultural Studies	60 %
Mays, Judy	Coordinator	30 %
McCarroll, Sharleen	Mathematics, General	40 %
McCarroll, Sharleen	Mathematics Skills	13 %
McCord, Karen	Psychology, General	20 %
McCormack, Nicole	General Work Experience	7 %
McGowan-Smith, Jordan	Ethnic and Cultural Studies	40 %
McKnight, Dana	Coordinator	18 %
Meier, Anna	Painting & Drawing	28 %
Melkonyan, Gegham	Mathematics, General	33 %
Mendez, Shannon	English	40 %
Mercado, Ana	Speech Communication	20 %
Messer, Carter-Ryan	Mathematics, General	27 %
Messier, Christopher	Welding Technology	42 %
Messier, Christopher	Art	7 %
Meux, Brian	Administration of Justice	1 %
Miranda, Yolanda	Counselor	2 %
Mirzaagha, Mohammad	Mathematics, General	33 %
Modesto, Mikenna	Job Seeking/Changing Skills	7 %
Moody, Heather	Intercollegiate Athletics	15 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Moore, Christopher	Automotive Technology	53 %
Moore, Reyna	Academic Guidance	40 %
Moser, Richard	English	20 %
Mueller, Robert	Administration of Justice	1 %
Mulvihill, Shauna	History	20 %
Munoz, David	Accounting	53 %
Nakada, Michael	Culinary Arts	22 %
Narvand, Payam	Business and Commerce, General	20 %
Narvand, Payam	Business Management	20 %
Nedorezov, Svetlana	Mathematics, General	53 %
Nehrebecki, Helene	Mathematics, General	33 %
Nelson, Lacey	Administration of Justice	1 %
Nguyen, Dung	Mathematics, General	53 %
Njoku, Portia	Music	20 %
Osterhout, Jonathan	Intercollegiate Athletics	15 %
Paez, Alexander	Speech Communication	40 %
Palaspas, Candice	Counselor	45 %
Palmer, Gary	Administration of Justice	1 %
Palomares, Carmelita	Counselor	2 %
Parrish, Stephanie	Reading	13 %
Payne, Michael	Chemistry, General	52 %
Peck, Laura	Administration of Justice	1 %
Petraru, Marius	Geography	36 %
Pezone, John	Administration of Justice	1 %
Phair, Krista	Speech Communication	60 %
Pico, Glenn	Mathematics, General	60 %
Plezia-Missler, Dorothy	Counselor	3 %
Pomo, Roberto	Dramatic Arts	20 %
Ponce, Carlos	Administration of Justice	1 %
Popowicz, Dylan	Philosophy	60 %
Porter, Cherri	English	40 %
Quintero, Robert	Academic Guidance	20 %
Ramirez, Erwin	Administration of Justice	1 %
Reese, Mark	Welding Technology	22 %
Regan, Debra	Physiology (Includes Anatomy)	52 %
Register, James	Mathematics, General	43 %
Register, James	Mathematics Skills	13 %
Rennie, Sharilyn	Physiology (Includes Anatomy)	36 %
Reynolds, Jennifer	Anthropology	40 %
Reynolds, Laurinda	Psychology, General	20 %
Reynolds, Tera	Academic Guidance	40 %
Rickman, Tracy	Administration of Justice	20 %
Roberts, Jeffrey	Biology, General	36 %
Roberts-Law, Lisa	Counselor	6 %
Robinson, Donna	Administration of Justice	1 %
Rodriguez-Rutten, Paula	Mathematics, General	33 %
Rogers, Kristina	English	20 %
Rosario, Brian	Economics	40 %
Rose, David	Administration of Justice	1 %
Rust, Joseph	Academic Guidance	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Rutaganira, Thomas	Mathematics, General	60 %
Sabzevary, Iraj	Information Technology, General	20 %
Sabzevary, Iraj	Software Applications	18 %
Sabzevary, Iraj	Database Design and Administration	11 %
Safvi, Syed	Mathematics, General	53 %
Salluzzo, Michelle	Child Development/Early Care and Education	20 %
Salluzzo, Michelle	Infants and Toddlers	20 %
Samin, Ahmad	Chemistry, General	59 %
San Julian, Mieke	Psychology, General	40 %
Sanborn, Stacie	Registered Nursing	2 %
Sanchez Ordaz, Arnold	Psychology, General	20 %
Sanchez, Brett	Mathematics, General	47 %
Sanchez, Brett	Mathematics Skills	13 %
Sandoval Lopez, Yesenia	Sociology	20 %
Schroeder-Evans, Kimbra	Spanish	27 %
Schuster, Randall	Drafting Technology	48 %
Scott, Steven	Microbiology	41 %
Shaukat, Kahkashan	Software Applications	53 %
Shearer, Kirt	Music	40 %
Shearer, Tracy	Film Studies	20 %
Shearer, Tracy	Technical Theater	12 %
Shearer, Tracy	General Work Experience	13 %
Shepherd, Elden	Administration of Justice	1 %
Shimizu, Yujiro	Psychology, General	40 %
Sichi, Cielo	Landscape Design & Maintenance	40 %
Silva, Douglas	Culinary Arts	22 %
Silva, Douglas	Restaurant and Food Services Management	28 %
Simmons, Floyd	Administration of Justice	1 %
Singh, Gurinder	Microbiology	41 %
Slutsky, Daniel	Physiology (Includes Anatomy)	52 %
Smith, Noel	Mathematics, General	33 %
Smith, Sally	Administration of Justice	1 %
Soghomonians, Arlen	Paramedic	50 %
Solomon, Enrico	Administration of Justice	1 %
Souza, Michael	Registered Nursing	21 %
Sowards, Timothy	Administration of Justice	1 %
Sowinski, Lisa	Mathematics, General	40 %
Speck, Christian	Business Administration	20 %
Spencer, Katherine	Classics-Humanities	20 %
Stanford, Trina	Psychology, General	20 %
Stark, Stacey	Registered Nursing	2 %
Stemmann, Karsten	Mathematics, General	60 %
Stevens, Briagha	English	20 %
Stevens, DeAnna	Administration of Justice	1 %
Supin, Vitaliy	Mathematics, General	60 %
Suresh, Sooraj	Mathematics, General	27 %
Suresh, Sooraj	Mathematics Skills	13 %
Susz, Tiffany	Administration of Justice	1 %
Swanson, Maureen	Administration of Justice	1 %
Sweeney, Thomas	Administration of Justice	1 %
Tadlock, Duane	Administration of Justice	1 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Teves, Randall	Mathematics, General	33 %
Thomas, Iohla	Administration of Justice	1 %
Thompson, Steven	Music	40 %
Timberlake, Matthew	Psychology, General	20 %
Tintiangco, Zachary	Mathematics, General	33 %
Toomey, Daniel	Administration of Justice	1 %
Torres, Santos	Sociology	20 %
Travis, Margaret	ESL Integrated	23 %
Truong, Binh	Mathematics, General	60 %
Tuttle, Nick	Psychology, General	20 %
Urkofsky, Teresa	Culinary Arts	20 %
Valenzona, Deborah	Reading	10 %
Vervilos, Vassiliki	Accounting	47 %
Vitaich, Jason	Political Science	60 %
Volz, Christopher	Physics, General	20 %
Volz, Christopher	Astronomy	20 %
Wake, Audra	Paralegal	20 %
Warman, James	Health Occupations, General	20 %
Welch, Nicole	Business Management	20 %
Welkley, Debra	Sociology	20 %
Welshons, Brian	Administration of Justice	1 %
West, Jennifer	Automotive Technology	84 %
Wheaton, Veronica	Chemistry, General	52 %
Wheeler, Susan	Small Business and Entrepreneurship	20 %
White, Bryan	Mathematics, General	33 %
White, Gay	ESL Integrated	23 %
Williams, Dacia	Psychology, General	40 %
Williams, Samuel	Dramatic Arts	40 %
Willson, Laurel	Chemistry, General	36 %
Wilouza, Monica	Paramedic	50 %
Wolfe, David	Biology, General	52 %
Wong, Kim	Administration of Justice	1 %
Wong, Rebecca	ESL Speaking/Listening	20 %
Woo, Harvey	Administration of Justice	1 %
Wood, Patricia	Painting & Drawing	28 %
Wooden, Tami	Physical Education	15 %
Zumalt, Caitlin	Chemistry, General	59 %

TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Aldredge, Teresa	Academic Guidance	20 %
Allen, Cheryl	Family Studies	20 %
Allo Allo, Viola	Librarian	6 %
Alop, Iris	English	20 %
Aly, Mohamed	Physiology (Includes Anatomy)	40 %
Amos, Kendra	Ethnic and Cultural Studies	60 %
Appleton, Lekisha	Physical Education	15 %
Ballard, Sheryl	Child Development/Early Care and Education	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Barela, Eva	Spanish	20 %
Biesiadecki, Mary	Veterinary Technician (Licensed)	13 %
BoarerPitchford, Julie	Nutrition, Foods, and Culinary Arts	40 %
Boudreau, Christine	Physiology (Includes Anatomy)	52 %
Brown, Cornelius	Small Business and Entrepreneurship	20 %
Burns, Cori	Medical Assisting	13 %
Burris, Jessica	Psychology, General	60 %
Butler, Patrick	Real Estate	40 %
Carinci, Sherrie	Business and Commerce, General	20 %
Carvalho, Brenda	Mathematics, General	33 %
Coffey, Brian	Philosophy	20 %
Coleman, Jillian	Classics-Humanities	40 %
Collins, Ted	Fire Technology	20 %
Coronado Barraza, Victor	Spanish	35 %
Dang, Tuong	Vietnamese	27 %
Davenport, Carly	Mass Communications	40 %
Davis, Sarah	Librarian	6 %
Davtian, Anna	Counselor	2 %
de Jesus, Michael	Restaurant and Food Services Management	13 %
De Mars, Eva	Physical Education	45 %
Diehl, Kellie	Physical Education	15 %
Dimond, Iris	Child Development/Early Care and Education	40 %
Domek, Anna	General Work Experience	13 %
Doolittle, Jason	Restaurant and Food Services Management	13 %
Dowd, Nicholas	English	40 %
Doyle, Laurel	Child Development/Early Care and Education	20 %
DuBray, Daniel	Speech Communication	40 %
Duffy, Marjorie	Software Applications	40 %
Duffy, Marjorie	Coordinator	20 %
Elston, Tyler	Sociology	20 %
Enck, Maizy	Fine Arts, General	20 %
Estes, Rebecca	Spanish	35 %
Esty, Juana	Counselor	15 %
Evans, Debra	Office Technology/Office Computer Applic.	20 %
Evans, Debra	Information Technology, General	20 %
Evoy, Angela	Anthropology	48 %
Fagin, Edwin	Economics	60 %
Feindert, Kerstin	English	20 %
Fishman, Wendell	Website Design and Development	18 %
Fishman, Wendell	Software Applications	13 %
Fishman, Wendell	Computer Networking	17 %
Flynn, Martin	Dramatic Arts	45 %
Fowler, Elmira	Mathematics, General	63 %
Fuller, Serena	Nutrition, Foods, and Culinary Arts	60 %
Gager, Tamatha	Psychology, General	40 %
Gale, Jessilyn	Speech Communication	60 %
Garcia, Yolanda	Coordinator	6 %
George, Nyenbeku	Sociology	60 %
Gilbert, Scott	Dramatic Arts	45 %
Godinho, Marianina	Accounting	53 %
Goldbar, Christine	English	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Goodrich, Robert	Geography	48 %
Gorman, Gabriel	History	60 %
Grahn, Robert	Biology, General	20 %
Grahn, Robert	Physiology (Includes Anatomy)	20 %
Granquist, Eric	Business and Commerce, General	20 %
Granquist, Eric	Business Administration	40 %
Green-Clark, Michelle	Dance	15 %
Gryffin, Peter	Health Occupations, General	60 %
Guan, Bao	Mathematics, General	67 %
Haas, Richard	Wildland Fire Technology	14 %
Hendrickson, Mary	Speech Communication	60 %
Henkens, Robert	Wildland Fire Technology	14 %
Hodgkinson, Georgine	Speech Communication	60 %
Hoile, Robert	Librarian	3 %
Jay, Susan	Fire Technology	7 %
Keightley, Keir	Geography	20 %
Kiesner, Maxwell	Music	20 %
Kim, Elizabeth	Speech Communication	20 %
King, Eric	Microbiology	20 %
Knudsen, Mark	Chemistry, General	27 %
Kor, Samra	ESL Speaking/Listening	20 %
Lautamo, Mikko	Fine Arts, General	40 %
Le, Phuong	Mathematics, General	17 %
Le, Phuong	Mathematics Skills	23 %
Lewis, Ahisha	Human Services	20 %
Lewis, Melanie	English	20 %
Liang, Zhicheng	Economics	20 %
Limon, Kimberly	English	40 %
Loforte, Priscilla	Anthropology	20 %
Lugo, Donnisha	Sociology	60 %
Mahmood, Ghazanfar	Health Occupations, General	40 %
Mapeso, Ray	Human Services	20 %
Marchak, Taras	English	40 %
Markalanda, Piyali	Mathematics Skills	23 %
Marslek, Michael	Accounting	53 %
McCarthy, Patti	Film History and Criticism	20 %
Mendonsa, Rikelle	Mathematics, General	62 %
Merritt, Brandon	Physical Education	55 %
Meyers, Dennis	Economics	20 %
Miller, Casey	English	40 %
Miller, Nathan	Speech Communication	40 %
Mondragon-Lopez, Sergio	Counselor	16 %
Morales, Martin	Political Science	60 %
Moreno, Melissa	Ethnic and Cultural Studies	20 %
Mulhern, Jeannette	Family Studies	50 %
Mullerworth, Trudi	English	20 %
Nahlen, Kari	Physical Education	19 %
Neil, Richard	Geography	20 %
Nelsenador, Matthew	Mathematics, General	35 %
Newman, Jason	History	60 %
Nguyen, Hoang	Economics	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Nguyen, Uyen	Biology, General	20 %
Nguyen, Yen	Vietnamese	27 %
Nielson, Jonathan	History	40 %
Nishizaki-Ngo, Jennifer	English	20 %
Noel, Brian	Automotive Technology	49 %
Nole, Melissa	Child Development/Early Care and Education	20 %
Ogilvie, Sheila	Academic Guidance	20 %
Osman, Mohammed	Information Technology, General	33 %
Osman, Mohammed	Software Applications	7 %
Otiono, Erica	Child Development Administration and Mana	20 %
Otiono, Erica	Family Studies	20 %
Panagakos, Anastasia	Anthropology	60 %
Parks, Lance	Computer Networking	48 %
Paskey, Amanda	Anthropology	30 %
Patten Armbrust, Evelyn	Psychology, General	40 %
Paul, Manuel	Physics, General	52 %
Pavlic, Jordan	Physiology (Includes Anatomy)	40 %
Peacock, Kristin	Counselor	2 %
Pereira, Michael	Automotive Technology	38 %
Phan, Man	Business and Commerce, General	40 %
Phan, Man	Marketing & Distribution	20 %
Plasencia, Cesar	Intercollegiate Athletics	8 %
Plasencia, Cesar	Health Education	40 %
Pontello, Christopher	Painting & Drawing	57 %
Possemato, Frank	English	40 %
Preble, Ronald	Intercollegiate Athletics	8 %
Reed, Kathaleen	English	20 %
Riese, Kelly	Speech Communication	40 %
Risenhoover, Dale	Health Occupations, General	40 %
Roberts, Jason	Welding Technology	28 %
Rodrigues, Matthew	Mathematics Skills	23 %
Rosco Wysinger, Janayla	Counselor	11 %
Rowe, Cassandra	Mathematics, General	33 %
Ruark, Steven	Chemistry, General	59 %
Russell, Michael	Chemistry, General	52 %
Saake, Miranda	English	40 %
Salzman, Julie	Counselor	10 %
Salzman, Julie	Counselor	10 %
Sands-Pertel, Judith	Music	20 %
Schwinge, Craig	Fire Technology	20 %
Seamons, John	English	20 %
Sertich, Sangchin	Mathematics, General	17 %
Sheldon, Shara	Nutrition, Foods, and Culinary Arts	20 %
Shepard, Leon Benwar	Commercial Music	28 %
Short, Christina	Family Studies	20 %
Smith, Leon	Other Humanities	40 %
Sneed, Linda	English	40 %
Soares, Aaron	ESL Writing	20 %
Song, Kur	Information Technology, General	35 %
Soriano, Paolo	Academic Guidance	7 %
Soriano, Paolo	Counselor	4 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Spisak, John	Information Technology, General	55 %
Stanphill, Cindy	English	20 %
Steensland, Mark	Film Studies	20 %
Strong, Michael	Physics, General	20 %
Strong, Michael	Astronomy	20 %
Summers, Christopher	English	20 %
Tanimoto, Eddie	Child Development/Early Care and Education	20 %
Tejomaya, Raquel	Psychology, General	40 %
Tierney, Joan	Physical Education	30 %
Torok, Kaitlin	Chemistry, General	59 %
Torres, Gabriel	Spanish	50 %
Tovar, Alejandra	Counselor	6 %
Truong, Nhan	Mathematics, General	33 %
Truong, Nhan	Mathematics Skills	23 %
Vang, Karen	Speech Communication	20 %
Velasquez, Jacob	Philosophy	60 %
Vest, Jefferson	Management Development & Supervision	20 %
Ward, Megan	Librarian	1 %
Washington, Christina	English	40 %
Watters, Cody	Biology, General	40 %
Wergeland, Kari	Librarian	7 %
Wheeler Abeyta, Sandra	Speech Communication	40 %
Yarbrough, Michael	Mathematics, General	57 %
Yoon, Haengku	Economics	40 %
Zaigralin, Ivan	Mathematics, General	28 %
Zamudio, Edher	Ethnic and Cultural Studies	60 %
Zin, Kyi	Mathematics, General	35 %

TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Ames, Tyler	Painting & Drawing	57 %
Angove, Philip	Music	40 %
Angove, Philip	Commercial Music	22 %
Balmaceda Gonzalez, Hugo	Ethnic and Cultural Studies	20 %
Beck, Danielle	Psychology, General	20 %
Benford, William	Intercollegiate Athletics	15 %
Blake, Amber	Health Occupations, General	13 %
BoarerPitchford, Julie	Nutrition, Foods, and Culinary Arts	20 %
Brinkley, Amy	Library Science, General	3 %
Buch, Dipali	Business and Commerce, General	40 %
Buch, Dipali	Marketing & Distribution	20 %
Cardwell, Paula	Speech Communication	20 %
Castellanos, Erik	Painting & Drawing	28 %
Cheshire, Tamara	Ethnic and Cultural Studies	20 %
Chung, Dorcas	Philosophy	40 %
Clark Jr., Brent	Sociology	20 %
Clark, Christopher	Counselor	15 %
Collom, Alyson	Other Humanities	40 %
Cooper, Paul	History	40 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Cruz, Ronald	English	20 %
Curran, Timothy	Mathematics, General	33 %
Curran, Timothy	Mathematics Skills	20 %
Dale, Michael	Commercial Music	11 %
Danner, Lisa	English	40 %
DeMercurio, Dana	Speech Communication	40 %
DeVille, Rebecca	Classics-Humanities	60 %
Di Cosmo Medlock, Andreana	Economics	40 %
Dobson, Veronica	Psychology, General	20 %
Domek, Anna	General Work Experience	20 %
Easley, Kevin	Ethnic and Cultural Studies	20 %
Eitel, Joseph	Mathematics, General	13 %
Eitel, Joseph	Mathematics Skills	7 %
Eiteneer, Daria	Physics, General	52 %
Ellerman, Curtis	Business Administration	40 %
Ellis, Addie	Psychology, General	20 %
Escalante, Fernando	Water and Wastewater Technology	20 %
Estep Gompert, Gena	History	40 %
Farrand, Brittney	Media and Communications, General	20 %
Farrand, Brittney	Speech Communication	40 %
Ferry-Perata, Elizabeth	Family Studies	20 %
Gaffaney, Timothy	Political Science	20 %
Garcia, William	Physical Education	30 %
Genelsa, Abigail	Physiology (Includes Anatomy)	52 %
Gill, Ravenpreet	Sociology	40 %
Gilmore, Cassandra	Anthropology	16 %
Goodwin, Alexandria	Nutrition, Foods, and Culinary Arts	20 %
Grahlman, Amber	Physical Education	30 %
Grahlman, Amber	Intercollegiate Athletics	8 %
Gray, Victoria	Classics-Humanities	60 %
Greene, Calvin	Mathematics, General	60 %
Gregory, Richard	Exercise Sciences/Physiology and Movement	20 %
Griffin, Nicole	English	20 %
Hall, Laura	Nutrition, Foods, and Culinary Arts	20 %
Jensen, Wayne	Mathematics, General	53 %
Jensen, Wayne	Mathematics Skills	7 %
Kessler, Kaitlin	Viticulture, Enology, and Wine Business	20 %
Koch, Kristen	Fine Arts, General	20 %
Lacy, David	English	80 %
Maddock, Robert	History	40 %
Mahaffey, Christopher	Biology, General	36 %
Marlow, Edward	Water and Wastewater Technology	20 %
McCoy McField, Virginia	Commercial Music	11 %
McDaniel, Monique	Ethnic and Cultural Studies	20 %
McGhee, Kelly	Counselor	13 %
Mercado, Ana	Speech Communication	40 %
Meyer, Kristin	English	20 %
Mollet, Alison	Intercollegiate Athletics	15 %
Morris, Jennifer	Child Development/Early Care and Education	40 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Mowrer, Richard	History	20 %
Mukarram, Abida	Information Technology, General	20 %
Murphy, Patrick	Speech Communication	40 %
Neitling, Cassandra	Physiology (Includes Anatomy)	20 %
Nersesyan, Vadim	Mathematics, General	27 %
Nguyen, Bi	Mathematics, General	27 %
Nielsen, Ruth	Study Skills	20 %
Njoku, Portia	Music	20 %
Oliveira da Silva, Debora	Nutrition, Foods, and Culinary Arts	40 %
Osborne, Kerry	Speech Communication	40 %
Patten Armbrust, Evelyn	Psychology, General	20 %
Pittman, Jason	Earth Science	20 %
Pittman, Jason	Geography	40 %
Prelip, Angela	Speech Communication	60 %
Ramos, Maria	Nutrition, Foods, and Culinary Arts	40 %
Redfield, Molly	Commercial Music	35 %
Redmond, Rebecca	Dramatic Arts	20 %
Reese, David	Political Science	20 %
Reno, Susan	Health Occupations, General	40 %
Ribaudo, Donald	Intercollegiate Athletics	15 %
Ribaudo, Donald	Health Education	40 %
Roberts, Heather	Physiology (Includes Anatomy)	20 %
Rodriguez, Julie	Psychology, General	20 %
Rose, Ami	Chemistry, General	52 %
Sanford, Jennifer	Psychology, General	20 %
Sanford, Jennifer	Human Services	20 %
Scrogins, Joshua	Biology, General	30 %
Shaukat, Naveed	Health Occupations, General	20 %
Shepard, Leon Benwar	Commercial Music	22 %
Shulman, Anya	Fine Arts, General	20 %
Siegfried, Daniel	English	40 %
Silva-Henry, Rachel	Study Skills	20 %
Smith, Carolyn	Economics	40 %
Smith, Valerie	English	20 %
Snow, Camille	Psychology, General	20 %
Son, Jungho	Chemistry, General	59 %
Steensland, Mark	Film Studies	20 %
Stieferman, Rachel	Psychology, General	20 %
Stockton, Franklin	Painting & Drawing	28 %
Sutton, Amber	Child Development/Early Care and Education	40 %
Swink, Mark	Health Education	7 %
Swithenbank, Elizabeth	Business Management	20 %
Swithenbank, Elizabeth	Office Technology/Office Computer Applic.	25 %
Swithenbank, Elizabeth	Software Applications	23 %
Tang, Vivian	History	40 %
Tavares, Tyrone	Counselor	17 %
Thaw, Min Min	Economics	40 %
Thomas, Ramona	Child Development/Early Care and Education	20 %
Thompson, Janel	Anthropology	40 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Folsom Lake College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Tikhonova, Inna	Counselor	9 %
Tolopilo, Joshua	Chemistry, General	52 %
Tully, David	Information Technology, General	40 %
Tuttle, Nick	Psychology, General	20 %
Valencia, Luke	Medical Laboratory Technology	7 %
Wallace, Ian	Film Studies	60 %
Ward, Megan	Library Science, General	3 %
Warman, James	Health Occupations, General	20 %
Watanabe, Matthew	Business and Commerce, General	40 %
Watson, Stephani	Political Science	20 %
Wedge, Julia	Dance	37 %
Williams, Joshua	Physics, General	36 %
Williams, Joshua	Astronomy	20 %
Worth, Debra	Anthropology	60 %
Yang, Kou	Counselor	12 %
Youngblood, Brandon	Psychology, General	20 %

TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Al Hilfi, Bashar	Computer Programming	53 %
Altashi, Ahmed	Physical Therapy Assistant	8 %
Anapolsky, Carol	Digital Media	21 %
Anderson, David	Aviation and Airport Management and Service	30 %
Anderson, Jared	Speech Communication	40 %
Anderson, Kevin	Computer Information Systems	7 %
Anderson, Kevin	Computer Infrastructure and Support	24 %
Anderson, Kevin	Computer Networking	24 %
Anderson, Kristen	Film Studies	40 %
Angello, James	Painting & Drawing	28 %
Aranas, Zsanel Jestine	ESL Speaking/Listening	20 %
Armstrong, Charles	Astronomy	20 %
Armstrong, Dana	English	20 %
Avendano, Marisa	Physical Education	15 %
Avendano, Marisa	Intercollegiate Athletics	8 %
Babb, Danielle	Software Applications	18 %
Bailey, Amelita	Mathematics, General	33 %
Bair, Lewis	Software Applications	35 %
Barbaria, Miriam	Spanish	53 %
Barela, Eva	Spanish	27 %
Barksdale, Dante	History	40 %
Barrett, James	Economics	60 %
Barry, Anna	Health Occupations, General	20 %
Bassi, Surinder	Mathematics, General	20 %
Bastian, Gregory	Business Administration	40 %
Batarseh, Samer	Business and Commerce, General	60 %
Bella, Cheryl	Sign Language	53 %
Bennett, Mela	Sign Language	47 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Beyer, Kimberlee	Counselor	22 %
Beyer, Kimberlee	Counselor	15 %
Birchall, Jill	Sign Language	47 %
Borenstein, Jennifer	Economics	60 %
Bowman, Sean	Accounting	47 %
Boyd, Halsey	Mathematics, General	27 %
Boyd, Alexandra	Speech Communication	40 %
Bratton, Clayton	Astronomy	16 %
Buchanan-Cello, Shelly	Library Science, General	20 %
Burns, Mildred	Physical Therapy Assistant	40 %
Caballero Talavera, Nicolas	Psychology, General	20 %
Camp, Kevin	Economics	40 %
Cano Chavez, Veronica	Counselor	14 %
Cantillo, Fernando	Information Technology, General	20 %
Cantillo, Fernando	Computer Programming	35 %
Carbary, Kathleen	Psychology, General	40 %
Carmazzi, Paul	Physical Education	15 %
Carmazzi, Paul	Physical Fitness and Body Movement	5 %
Carmazzi, Paul	Health Education	40 %
Carney, Diane	Environmental Science	20 %
Castillo, Enrique	Spanish	53 %
Chapek, Carl	Information Technology, General	7 %
Chavez, Brian	Physical Education	15 %
Cho, Eun	Ceramics	28 %
Cirrone, Steve	English	40 %
Cisneros, Michael	Counselor	7 %
Clark, Kevin	Sign Language	53 %
Collins, Michael	History	20 %
Corbin, Antoinette	Chemistry, General	21 %
Crain, Danielle	Physiology (Includes Anatomy)	52 %
Cypret, Phillip	Aviation and Airport Management and Service	27 %
Dale, Nicholas	Mathematics, General	60 %
Dana, Maureen	English	20 %
Daniels, Lisa	Ethnic and Cultural Studies	40 %
Dao, Thanh-Thuy	Computer Information Systems	35 %
Davis, Tony	Academic Guidance	60 %
Dayton, David	ESL Speaking/Listening	20 %
De Mey, Suzanne	Accounting	53 %
deGennaro, Paul	Physiology (Includes Anatomy)	20 %
Delaini, David	Administration of Justice	20 %
DeLappe, Lori	Dramatic Arts	23 %
Diaz-Gastelum, Gloria	Spanish	53 %
Diehl, Nicholas	Philosophy	20 %
Dokes, Eugene	Business Administration	60 %
Dougherty, John	Ethnic and Cultural Studies	40 %
Duran, Alejandra	Counselor	7 %
Eakins, Robert	English	20 %
Eckley, Teresa	Psychology, General	20 %
Edwards, Michael	Railroad and Light Rail Operations	31 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Eifler, Tristan	Chemistry, General	41 %
Fairchild, Sheryl	Women's Studies	20 %
Farrell, Kevin	Environmental Control Technology (HVAC)	7 %
Fayko, Robyn	Anthropology	56 %
Felker, Jeffery	English	40 %
Fellman, Melissa	Dental Hygienist	10 %
Fore, Dana	English	20 %
Frank, Paul	Political Science	60 %
Freas, Adam	Academic Guidance	33 %
French, Catherine	English	20 %
Gaffaney, Timothy	Political Science	40 %
Gales, Marques	Physical Education	23 %
Gales, Marques	Intercollegiate Athletics	15 %
Gambol, Eugene	Ethnic and Cultural Studies	20 %
Ganas, Josephine	Dental Hygienist	9 %
Gander, Therese	Mathematics, General	27 %
Gates, Jennine	Dental Hygienist	33 %
Geddis, Maurice	Academic Guidance	20 %
Gerlis, Rachel	Sign Language	53 %
Gillette, Dina	Dental Hygienist	11 %
Gmelin, Robert	English	20 %
Goehring, Kevin	Aviation Airframe Mechanics	43 %
Gould, Jamie	Sign Language	53 %
Gould, Kelly	Administration of Justice	40 %
Greenwell, Andrea	Physiology (Includes Anatomy)	20 %
Gregory MacMillan, Marcella	Japanese	27 %
Griffin, David	Physical Education	15 %
Griffin, David	Physical Fitness and Body Movement	25 %
Gubbins, Timothy	Railroad and Light Rail Operations	54 %
Gutierrez, Jennifer	Classics-Humanities	40 %
Gutierrez, Jennifer	Other Humanities	20 %
Gutowsky, Edward	English	20 %
Herlihy, John	Intercollegiate Athletics	23 %
Hernandez-Chaidez, Adan	Counselor	5 %
Jean-Gilles, Reginald	Business and Commerce, General	20 %
Jones, Yuriko	Physics, General	32 %
Kaina, Abdelaziz	Computer Information Systems	3 %
Kaina, Abdelaziz	Computer Networking	15 %
Khan, Banafshae	Speech Communication	40 %
Kiel, Jeannette	Psychology, General	20 %
Kinney, Sasha	Library Technician (Aide)	20 %
Koch, Kristen	Fine Arts, General	20 %
Kolesnikov, Veronika	Psychology, General	40 %
Korniakov, Alexander	Accounting	27 %
Lagunas-Carvacho, Magaly	Spanish	53 %
Laird, Hayley	English	20 %
Lawrence, Charles	Counselor	3 %
Lazo, Nicole	Fine Arts, General	60 %
Leek, Laura	ESL Writing	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Leek, Laura	ESL Speaking/Listening	20 %
Leininger, Tim	Geography	20 %
Leong, Hazel Ann	History	20 %
Lewis, Robert	Real Estate	20 %
Li, Kam Yin	Accounting	53 %
Limon Guzman, Jesus	English	40 %
Little, Myra	Information Technology, General	20 %
Little, Myra	Computer Programming	35 %
Logan, Jason	Sociology	40 %
Logan, Shane	Corrections	40 %
Loomis, Debora	ESL Writing	1 %
Lothrop, Joshua	Nursing	60 %
Lovelace, Kevin	Business and Commerce, General	20 %
Lowrie, Angela	Applied Photography	28 %
Lucas, Devorah	Nutrition, Foods, and Culinary Arts	20 %
Luera, Frank	Accounting	40 %
MacLeod, Brandon	Counselor	10 %
Manna, Wendy	Occupational Therapy Technology	21 %
Manriquez, Paul	Mathematics, General	60 %
Marshall, Jessica	Anthropology	40 %
Martinez, Jesus	Mathematics, General	47 %
Martinez, Jesus	History	40 %
Masterson, Patricia	Sign Language	53 %
Mathur, Reena	Mathematics, General	20 %
Melton, Jason	Coordinator	19 %
Mendez-Nunez, Luis	Mathematics, General	53 %
Miller, Scott	Aviation and Airport Management and Service	10 %
Minawi, Rima	Business and Commerce, General	60 %
Minnick, Michael	Child Development/Early Care and Education	20 %
Mo, Melody	Chinese	27 %
Moore, Bruce	Computer Infrastructure and Support	15 %
Moore, Thomas	Information Technology, General	51 %
Mukherjee, Sharmila	Chemistry, General	59 %
Myers, Linda	English	40 %
Nafisi, Shohreh	Chemistry, General	21 %
Nash, Laurie	Physical Education	15 %
Nasiri, Melekeh	Chemistry, General	59 %
Neil, Richard	Geography	36 %
Neilson, Wendy	Occupational Therapy Technology	29 %
Ngassam, Valery	Physics, General	52 %
Nghiem, Xuan Son	Dental Hygienist	8 %
Nicholson, Joy	Dramatic Arts	23 %
Nicosia-Nadler, Jessica	Applied Photography	28 %
Niyati, Fatemeh	Chemistry, General	52 %
Nole, Melissa	Child Development/Early Care and Education	20 %
Norman, Ben	Mathematics, General	20 %
Oh, Jang-Ha	Physical Education	15 %
Oh, Jang-Ha	Intercollegiate Athletics	8 %
Okada, Mikiya	Electronic Game Design	21 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Olsen, Nancy	English	20 %
Ordaz, Rafael	Counselor	1 %
Otto, Anna	Psychology, General	40 %
Palmi, Jason	Administration of Justice	20 %
Parks, Karen	Software Applications	53 %
Parziale, Matthew	Chemistry, General	52 %
Passal, Steven	English	20 %
Paulson, Daniel	Music	40 %
Pea, Sarah	Dental Hygienist	17 %
Pennino, Eric	Microbiology	41 %
Petite, Lori	Speech Communication	40 %
Piedra, Erica	French	53 %
Plate, Rive	Occupational Therapy Technology	6 %
Poe, Kathleen	Music	40 %
Poliseno, Michelle	Mathematics, General	53 %
Poon, Alexia	Physical Education	23 %
Poon, Alexia	Intercollegiate Athletics	15 %
Prilepina, Tamara	Mathematics, General	47 %
Prudhel, Bradley	Environmental Control Technology (HVAC)	7 %
Prue, Paul	Mathematics, General	27 %
Quandt, Timothy	Philosophy	40 %
Ramsey, Robert	Mathematics, General	60 %
Rangel, Makeba	English	20 %
Regalado, Maria	Psychology, General	60 %
Reiche, Jeremy	Fashion Production	43 %
Reid-Cramer, Randell	Cosmetology and Barbering	27 %
Reyes Orozco, Arturo	Environmental Control Technology (HVAC)	7 %
Richmond, Pamela	English	20 %
Rickgauer, Donald	Psychology, General	40 %
Ridley, Christina	Physical Therapy Assistant	11 %
Roberts, Joshua	English	53 %
Robinson, Curtis	Geography	20 %
Rodriguez, Hector	Mathematics, General	60 %
Rohret, Valerie	Fine Arts, General	60 %
Romero, Jesus	Mathematics, General	60 %
Ros, Barbara	Library Technician (Aide)	20 %
Rosenberger, Randy	Mathematics, General	53 %
Rowe, Stephanie	Accounting	53 %
Royal, Joy	Software Applications	18 %
Salluzzo, Michelle	Child Development/Early Care and Education	20 %
Sanchez, Rafael	English	20 %
Sarte, Jaime	Physiology (Includes Anatomy)	20 %
Schemel, Nathan	Film Studies	60 %
Schumacher, Robert	Painting & Drawing	28 %
Schumacher, Robert	Ceramics	28 %
Schutte, Matthew	Mathematics, General	60 %
Schwartz, Steven	Anthropology	48 %
Sheldon, Shara	Food Processing and Related Technologies	20 %
Sheldon, Shara	Nutrition, Foods, and Culinary Arts	20 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Shewa, Wondimagegn	Chemistry, General	59 %
Shiflet, Kurt	Music	40 %
Shima, Todd	Ethnic and Cultural Studies	20 %
Shouse, Jennifer	Nutrition, Foods, and Culinary Arts	20 %
Shull, Leslie	Marketing & Distribution	20 %
Singh, Jasbindar	Health Occupations, General	33 %
Singh, Jatinder	Computer Programming	35 %
Spore, Jennifer	Economics	40 %
Steele, Marlene	Health Occupations, General	20 %
Steele, Marlene	Occupational Therapy Technology	15 %
Steever, Joseph	Mathematics, General	53 %
Stevenson, Elizabeth	Coordinator	3 %
Stoner, Meg	Software Applications	18 %
Storms, Natascha	Anthropology	40 %
Suy, Shaun	Counselor	11 %
Tabrizi, Farough	Counselor	9 %
Taheri, Mansour	Mathematics, General	27 %
Tharalson, Julie	Nutrition, Foods, and Culinary Arts	60 %
Tittle, Matt	English	20 %
Traugott, Jacob	Philosophy	40 %
Treadway, Victoria	Child Development/Early Care and Education	20 %
Treon, Caron	English	20 %
Tuifua, Amelia	Academic Guidance	20 %
Unzueta, Robert	Ethnic and Cultural Studies	60 %
Uram, Peter	Mathematics, General	40 %
Uram, Tatyana	Mathematics, General	40 %
Vandergriff, Kevin	Philosophy	20 %
Vang, Ka	Dental Hygienist	12 %
Villalva, Janelle	Nursing	16 %
Villec, John	Music	20 %
Waggoner, Camille	English	20 %
Wagner, Glennda	Nursing	40 %
Walker, Dannie	Physical Education	15 %
Walker, Dannie	Intercollegiate Athletics	23 %
Walker, Melissa	Dental Assistant	12 %
Wallace, Jason	English	40 %
Ward-Richardson, Joycelyn	Child Development/Early Care and Education	20 %
Weinsheink, Shawn	Technical Theater	45 %
White, Alexandria	English	20 %
White, Sylvester	Office Technology/Office Computer Applicati	40 %
Wiggins, Larisa	Physiology (Includes Anatomy)	40 %
Wilkins, Lorraine	Ethnic and Cultural Studies	20 %
Williams, Angelo	Sociology	20 %
Williams, Jasmine	Speech Communication	40 %
Wiseman, Maury	History	40 %
Wong, Malcolm	Mathematics, General	27 %
Woodmansee, Rick	Mathematics, General	27 %
Wright, Tatyana	Counselor	20 %
Wright, Tatyana	Counselor	1 %

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TEMPORARY, PART-TIME EMPLOYEES Summer 2024
Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Wright, Stanley	Natural History	23 %
Wyatt, David	Natural History	23 %
Wyckoff, Bryan	Speech Communication	60 %
Xiao, Alex	Political Science	20 %
Yapundich, Diane	Political Science	20 %
Youngblood, Brandon	Psychology, General	40 %
Zamarripa, Julio	Job Seeking/Changing Skills	7 %
Zamarripa, Julio	Counselor	1 %
Zanartu, Luis	Sociology	40 %
Zheng-Dobbs, Tan Yi	Japanese	27 %

TEMPORARY, PART-TIME EMPLOYEES Fall 2024
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Oyewole, Stephen	Business and Commerce, General	40 %

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C L A S S I F I E D

APPOINTMENT(S)		<u>Assigned to</u>	<u>Effective Date(s)</u>
<u>Name</u>	<u>Position</u>		
Adams, Addie	Clerk III, 75%	CRC	07/15/24
Breshears, Nathaniel	Clerk II, 75%	ARC	06/17/24
Chand, Raksha	Clerk III, 50%	SCC	07/15/24
Fedor, Denelle	Police Communication Dispatcher	DO	07/01/24
Fiffick, Andrew	Theater Technician	ARC	08/19/24
Harmon, Aubrie	Clerk II	FLC	06/17/24
Misrahi, Gina	Clerk III	FLC	07/01/24
Pulatov, Saidaziz	Custodian	CRC	06/20/24
Schiesz, Aliyah	Admissions/Records Evaluator I	DO-ARC	07/01/24

APPOINTMENT(S) LIMITED TERM		<u>Assigned to</u>	<u>Effective Date(s)</u>
<u>Name</u>	<u>Position</u>		
Velazquez Martin, Bernardette	Student Support Specialist	CRC	07/15/24-06/30/27

LEAVE(S) OF ABSENCE		<u>Type of Leave</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
<u>Name</u>	<u>Position</u>			
Gomez, Oscar	Student Support Specialist	Military	ARC	08/01/24-05/01/25
Quintell, Melonie	Student Support Assistant	Personal, 22.8%	FLC	08/24/24-12/19/24
Ryan, Diana	Student Support Assistant	Personal, 20%	FLC	08/26/24-12/23/24

C L A S S I F I E D

PLACEMENT ON 39-MONTH RE-EMPLOYMENT LIST		<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Taroli, Allison	Confidential Human Resources Specialist III			DO	07/04/24
PROMOTION(S)					
		<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Cheetham, Michael	Maintenance Technician II (Maintenance Technician I)			CRC (CRC)	07/01/24
Hassani, Kristen	Student Support Assistant (Educational Center Clerk)			ARC (ARC)	07/01/24
Herrera Watanabe, Maria	Administrative Assistant I (Clerk III)			SCC (SCC)	07/01/24
Matista, Maria	Account Clerk III (Account Clerk II)			SCC (SCC)	07/01/24
REASSIGNMENT(S)/TRANSFER(S)					
		<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Johnson, Yvonne	Financial Aid Technician (Financial Aid Technician)			DO-ARC (DO)	06/10/24
Kohn, Ronald	Laboratory Technician – Science, 12 months (Laboratory Technician – Science, 11 months)			FLC (CRC)	08/01/24
Wilson, Michael	Maintenance HVAC Mechanic (Maintenance Electrician)			FM (FM)	06/12/24
RECLASSIFICATION(S)					
		<u>Name</u>	<u>Proposed Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Barkley, Emily	Student Support Specialist (Student Support Assistant)			CRC (CRC)	02/12/24

C L A S S I F I E D

RECLASSIFICATION(S), CONTINUED

<u>Name</u>	<u>Proposed Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Morris, Roger	Senior Information Technology Specialist (Information Technology Specialist II)	DO DO)	01/30/24
Sarantis, Paula	Senior Information Technology Specialist (Information Technology Specialist II)	DO DO)	01/30/24

**RELEASED FROM EMPLOYMENT
(PROBATIONARY)**

<u>Employee ID#</u>	<u>Position</u>	<u>Assigned To</u>	<u>Effective Date(s)</u>
2095250	Groundskeeper	FM	05/04/24

RESIGNATION(S)

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Cha, Kayla	Mental Health Advocate	DO-SCC	08/01/24
Her, Stephanie	Account Clerk II	SCC	07/01/24
Lewis, Samantha	Counseling Clerk II	ARC	06/22/24
Merritt, Brianna	Administrative Assistant I	FLC	06/29/24
Nishizaki-Ngo, Jennifer	Student Support Specialist, 80%	CRC	06/29/24
Perez, Dalila	Student Support Assistant	SCC	06/08/24
Rust, America	Student Support Specialist	SCC	06/29/24
Scott, Traci	Outreach Specialist	CRC	06/26/24

C L A S S I F I E D

RETIREMENT(S)

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Giddings-Velez, Cindy	Information Technology Application System Supervisor (After 23+ years of regular service)	DO	08/03/24
Hockaday, Laurie	Instructional Assistant – Campus Computer Laboratory, 10 months (After 12+ years of regular service)	SCC	08/10/24
Marjanyan, Hasmik	Confidential Human Resources Specialist III (After 19+ years of regular service)	DO	10/01/24

SEPARATION(S) OF SERVICE

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Date</u>
Aguilar, Gilbert (deceased)	Clerk II (After 16 years of service)	CRC	06/16/24

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>			
Al Sammariae, Noor	Instructional Assistant	07/01/2024	06/30/2025
Alazzawi, Maryam	Instructional Assistant	07/01/2024	06/30/2025
Aljahra, Fatimah	Instructional Assistant	07/01/2024	06/30/2025
Almeida, Shannon	Instructional Assistant	07/01/2024	06/30/2025
Alshoubaki, Ahed	Laboratory Technician	07/01/2024	06/30/2025
Anas, Muhammad	Clerk I	07/01/2024	06/30/2025
Barone, Caleb	Instructional Assistant	07/01/2024	06/30/2025
Beltran, Maricela	Student Support Assistant	07/01/2024	06/30/2025
Berger, Connor	Instructional Assistant	06/05/2024	06/30/2024
Bessonov, Vasiliy	Laboratory Technician	07/01/2024	06/30/2025
Biliak, Gennadii	Laboratory Technician	07/01/2024	06/30/2025
Bold, Kristine	Student Support Assistant	07/01/2024	06/30/2025
Budaretska, Svitlana	Child Dev Ctr Teacher	07/01/2024	06/30/2025
Burrows, Stacey	Instructional Assistant	07/01/2024	06/30/2025
Cabrera, Maria	Account Clerk II	07/01/2024	06/30/2025
Carter, Stephen	Laboratory Technician	07/01/2024	06/30/2025
Caywood, Ryan	Instructional Assistant	07/01/2024	06/30/2025
Daugherty, Alexandra	Counseling Clerk II	07/01/2024	06/30/2025
Dempsey, David	Intermediate Interpreter	07/01/2024	06/30/2025
Eddenfield, Cody	Instructional Assistant	07/01/2024	06/30/2025
Farrell, Eriana	Student Support Assistant	06/01/2024	06/30/2024
Hanna, Hind	Instructional Assistant	07/01/2024	06/30/2025
Hansen, Valeri	Clerk I	07/01/2024	06/30/2025
Heidel, Renida	Account Clerk I	07/01/2024	06/30/2025
Kachmar, Khrystyna	Clerk III	05/07/2024	06/30/2024
Kim, Alexa	Clerk I	07/01/2024	06/30/2025
Klymenko, Olha	Account Clerk I	07/01/2024	06/30/2025
Kruithof, Ethan	Counseling Clerk II	07/01/2024	06/30/2025
Kumar, Priyeshniel	Outreach Specialist	07/01/2024	06/30/2025
Le, Minh Hieu	Special Projects	07/01/2024	06/30/2025
Lindgren, Ruby	Clerk II	07/01/2024	06/30/2025
Losinets, Inna	Account Clerk II	07/01/2024	06/30/2025
Losinets, Olga	Clerk I	07/01/2024	06/30/2025
Maguire, Priscila	Counseling Clerk II	07/01/2024	06/30/2025
McCampbell, Chay	Recruit Training Officer	07/01/2024	06/30/2025
Medeiros, Gillian	Counseling Clerk II	07/01/2024	06/30/2025
Medina, Sara	Student Support Assistant	07/01/2024	06/30/2025
Mikhnevych, Maryna	Instructional Assistant	04/25/2024	06/30/2024
Moslehi, Mariam	Instructional Assistant	07/01/2024	06/30/2025

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>American River College</u>			
Moua, Katherine	Special Projects	06/07/2024	06/30/2024
Munoz, Bianka	Student Support Specialist	07/01/2024	06/30/2025
Nguyen, Baongoc	Counseling Clerk II	07/01/2024	06/30/2025
Okoroike, Lynette	Clerk III	07/01/2024	06/30/2025
Piolo, Joe Zayka	Special Projects	06/07/2024	06/30/2024
Roa, Sabrina	Clerk I	04/18/2024	06/30/2024
Roa, Sabrina	Clerk I	07/01/2024	06/30/2025
Romo Cuellar, Diego	Student Support Assistant	07/01/2024	06/30/2025
Roshani, Mohammad Iqbal	Instructional Assistant	07/01/2024	06/30/2025
Ruegg, Christopher	Beginning Interpreter	07/01/2024	06/30/2025
Sarai, Tegbir	Counseling Clerk II	07/01/2024	06/30/2025
Schiesz, Aliyah	Admissions/Records Evaluator I	07/01/2024	06/30/2025
Scott, Dorenne	Clerk III	07/01/2024	06/30/2025
Shea, Kathleen	Student Support Specialist	07/01/2024	06/30/2025
Starbuck, Jarice	Intermediate Interpreter	07/01/2024	06/30/2025
Sulub, Hassan	Counseling Clerk II	07/01/2024	06/30/2025
Sumang, Asiarose	Counseling Clerk II	07/01/2024	06/30/2025
Thao, Khanani	Clerk I	07/01/2024	06/30/2025
Thao, Pah	Clerk I	07/01/2024	06/30/2025
Tiurykova, Svitlana	Account Clerk I	07/01/2024	06/30/2025
Williams, Cynthia	Athletic Trainer	05/02/2024	06/30/2024
Wilson, Kimberlee	Clerk I	07/01/2024	06/30/2025
<u>Cosumnes River College</u>			
Adams, Addie	Special Projects	04/26/2024	06/30/2024
Ambriz, Laura	Maintenance/Operations Clerk	07/01/2024	06/30/2025
Arroyo Orozco, Martha	Child Dev Ctr Teacher	07/01/2024	06/30/2025
Bruder, Jeremy	Special Projects	07/01/2024	06/30/2025
Cason, Andrew	Special Projects	07/01/2024	06/30/2025
Cochran, Cullen	Instructional Assistant	07/01/2024	06/30/2025
Dayal, Sharon	Student Support Assistant	07/01/2024	06/30/2025
Ly, Kellang	Laboratory Technician	07/01/2024	06/30/2025
McCann, Christin	Clerk III	07/01/2024	06/30/2025
Mills, Mikki	Clerk I	06/03/2024	06/30/2024
Olivares-Barragan, Vanessa	Student Support Assistant	07/01/2024	06/30/2025
Perez, Leyla	Student Support Assistant	07/01/2024	06/30/2025
Phan, Sarah	Clerk I	05/27/2024	06/30/2024
Reyes, Marylou	Custodian	07/01/2024	06/30/2025
Salgado, Emely	Student Support Specialist	07/01/2024	06/30/2025
Sanchez, Alejandro	Special Projects	07/01/2024	06/30/2025
Sandoval, Jose	Student Support Assistant	07/01/2024	06/30/2025
Schwartz, Alexander	Instructional Assistant	07/01/2024	06/30/2025
Sin, Kosom Seika	Student Support Specialist	07/01/2024	06/30/2025
Szemesi, Pamela	Special Projects	07/01/2024	06/30/2025
Tamayo, Ana	Student Support Specialist	07/01/2024	06/30/2025

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Cosumnes River College</u>			
Trejo, Alejandra	Student Support Assistant	07/01/2024	06/30/2025
Valencia, Idaly	Student Support Assistant	07/01/2024	06/30/2025
Villaflor, Justin	Laboratory Technician	07/01/2024	06/30/2025
Waits, Barbara	Printing Services Operator II	07/01/2024	06/30/2025
Woycheshin, Crystal	Reader/Tutor II	05/25/2024	06/30/2024
Yang, Callista	Clerk I	07/01/2024	06/30/2025
Zekarias, David	Clerk I	07/01/2024	06/30/2025

District Office / Business and Economic Development Center / Facilities Management / Police Services

Bozeman, Kristie	Special Projects	07/01/2024	06/30/2025
Burgard, Hannah	Special Projects	07/01/2024	06/30/2025
Clark, Laurie	Special Projects	07/01/2024	06/30/2025
Ferreira, Jenna	Clerk I	07/01/2024	06/30/2025
Fontus, Julia	Clerk II	06/12/2024	06/30/2024
Haskell-Mendoza, Jacob	Digital Comms & Web Specialist	07/01/2024	06/30/2025
Her, Edna	Special Projects	07/01/2024	06/30/2025
Hoff, Jessica	Administrative Asst. II	07/01/2024	06/30/2025
Khaleel, Aws	Special Projects	07/01/2024	06/30/2025
McKay, Hannah	Clerk I	07/01/2024	06/30/2025
Mysaysana, Purlang	Asst. Financial Aid Officer	07/01/2024	06/30/2025
Nawaz, Adil	Student Support Assistant	07/01/2024	06/30/2025
Nguyen, Phuong	Special Projects	07/01/2024	06/30/2025
Nushin, Fatema	Financial Aid Technician	07/01/2024	06/30/2025
Papajohn, Tasia	Special Projects	07/01/2024	06/30/2025
Perez, Alexis	Student Support Assistant	07/01/2024	06/30/2025
Shea, Catherine	Clerk III	07/01/2024	06/30/2025
Spjut, Cody	Student Support Assistant	07/01/2024	06/30/2025
Stevens, Stephanie	Special Projects	07/01/2024	06/30/2025
Tahirkheli, Jahan	Clerk III	07/01/2024	06/30/2025
Tahirkheli, Arshe	Student Support Assistant	07/01/2024	06/30/2025
Thorp, Anne	Student Support Assistant	07/01/2024	06/30/2025
Thorp, Emma	Student Support Assistant	07/01/2024	06/30/2025
Totakhail, Zuhra	Student Support Assistant	07/01/2024	06/30/2025
Tran, Thien	Student Support Assistant	07/01/2024	06/30/2025
Voskanyan, Yester	Student Support Assistant	07/01/2024	06/30/2025
Karadottir-Wells, Unnur	Special Projects	07/01/2024	06/30/2025
Lynn, Jessica	Special Projects	07/01/2024	06/30/2025
Pashetov, Anfisa	Outreach Specialist	07/01/2024	06/30/2025
Ramirez, Ismael	Outreach Specialist	07/01/2024	06/30/2025
Wat, Kelsey	Special Projects	07/01/2024	06/30/2025
Cross, Falisha	Clerk I	07/01/2024	06/30/2025
Darabi, Mohammadmahdi	Campus Patrol	07/01/2024	06/30/2025
Dhanda, Jasjit	Campus Patrol	07/01/2024	06/30/2025
Evans, Theresa	Clerk II	07/01/2024	06/30/2025
Figueroa, Luis	Campus Patrol	07/01/2024	06/30/2025

<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>			
Fong, Zachary	Campus Patrol	07/01/2024	06/30/2025
Frietag, Lisa	Campus Patrol	07/01/2024	06/30/2025
Galeos, Reyn	Campus Patrol	07/01/2024	06/30/2025
Gikandi, Simon	Campus Patrol	06/04/2024	06/30/2024
Gonzales, Gabriel	Campus Patrol	07/01/2024	06/30/2025
Gorova, Anastasiya	Clerk I	07/01/2024	06/30/2025
Hadi, Sadiq	Campus Patrol	07/01/2024	06/30/2025
Helfand, Angelique	Campus Patrol	07/01/2024	06/30/2025
John, Rachel	Campus Patrol	05/27/2024	06/30/2024
John, Rachel	Campus Patrol	07/01/2024	06/30/2025
Johnson, Tarrance	Campus Patrol	07/01/2024	06/30/2025
Joseph, Eric	Campus Patrol	07/01/2024	06/30/2025
Keegan, Kevan	Campus Patrol	07/01/2024	06/30/2025
Madera, Reymundo	Campus Patrol	07/01/2024	06/30/2025
Mallory, Nyeri	Clerk II	07/01/2024	06/30/2025
Miller, Ezekiel	Campus Patrol	07/01/2024	06/30/2025
Moine, Hana	Campus Patrol	07/01/2024	06/30/2025
Perez, Dayanna	Clerk I	07/01/2024	06/30/2025
Perez Mendoza, Odalis	Campus Patrol	07/01/2024	06/30/2025
Phoong, Andy	Campus Patrol	07/01/2024	06/30/2025
Pineda-Tellez, Tristan	Campus Patrol	07/01/2024	06/30/2025
Rendon, Rosendo	Campus Patrol	07/01/2024	06/30/2025
Saleem, Rameen	Campus Patrol	07/01/2024	06/30/2025
Salinas, Nicolas	Campus Patrol	07/01/2024	06/30/2025
Sanchez, Angelica	Campus Patrol	07/01/2024	06/30/2025
Schuhaet, Jeffrey	Campus Patrol	07/01/2024	06/30/2025
Singh, Ravinder	Campus Patrol	05/20/2024	06/30/2024
Singh, Nicholas	Campus Patrol	07/01/2024	06/30/2025
Smith, Jimmy	Campus Patrol	07/01/2024	06/30/2025
Tellez Torres, Jessica	Campus Patrol	07/01/2024	06/30/2025
Thao, Joey	Campus Patrol	07/01/2024	06/30/2025
Thompson, John	Campus Patrol	05/20/2024	06/30/2024
Thompson, Tabatha	Campus Patrol	07/01/2024	06/30/2025
Tiffer, Roger	Campus Patrol	07/01/2024	06/30/2025
Tran, Steven	Campus Patrol	07/01/2024	06/30/2025
Vanegas, Emily	Campus Patrol	07/01/2024	06/30/2025
Vaughn, Scott	Campus Patrol	07/01/2024	06/30/2025
Viles James, Racheal	Campus Patrol	07/01/2024	06/30/2025
Watson, Terrence	Campus Patrol	07/01/2024	06/30/2025

District Office-American River College

Figueroa, Rodrigo	Financial Aid Clerk I	07/01/2024	06/30/2025
Glazier, Nailah	Financial Aid Technician	07/01/2024	06/30/2025
Muzychko, Iuliia	Financial Aid Clerk I	07/01/2024	06/30/2025
Nguyen, Thanh Truc	Financial Aid Clerk I	07/01/2024	06/30/2025

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>District Office-American River College</u>			
Roe, Devon	Student Support Assistant	07/01/2024	06/30/2025
Sandoval, Clarisa	Financial Aid Technician	07/01/2024	06/30/2025
Savik, Galina	Financial Aid Technician	07/01/2024	06/30/2025
<u>District Office-Cosumnes River College</u>			
Kakar, Hassina	Financial Aid Clerk I	07/01/2024	06/30/2025
Lwenya, Caren	Financial Aid Technician	07/01/2024	06/30/2025
Roberts, Lucy Robin	Financial Aid Clerk I	07/01/2024	06/30/2025
Saleem, Tabasam	Financial Aid Clerk I	07/01/2024	06/30/2025
Sanchez, Julio	Digital Comms & Web Specialist	07/01/2024	06/30/2025
Stoddard, Jessica	Student Support Assistant	07/01/2024	06/30/2025
Teegarden, Chloe	Student Support Assistant	07/01/2024	06/30/2025
Villalpando, Evelyn	Financial Aid Clerk I	07/01/2024	06/30/2025
<u>Folsom Lake College</u>			
Cuahutenango, Jose	Student Support Assistant	05/29/2024	06/30/2024
Day, Kyle	Reader/Tutor II	07/01/2024	06/30/2025
Deatherage, Jennifer	PE/Athletic Attendant	07/01/2024	06/30/2025
Fong, Tony	IT Specialist I	07/01/2024	06/30/2025
Guler, Douglas	Special Projects	07/01/2024	06/30/2025
Gutierrez, Brandi	Special Projects	07/01/2024	06/30/2025
Hall, Richard	Special Projects	07/01/2024	06/30/2025
Harksen, Nicholas	Special Projects	07/01/2024	06/30/2025
Hirsch, Benjamin	Special Projects	07/01/2024	06/30/2025
Jas, Tom	Special Projects	07/01/2024	06/30/2025
Khang, Amy	Clerk III	07/01/2024	06/30/2025
Lancaster, Jeremiah	Special Projects	07/01/2024	06/30/2025
Le, James	Student Support Assistant	07/01/2024	06/30/2025
Lopez, Anahi	Clerk I	07/01/2024	06/30/2025
Majeski, Michael	Assistant Coach	07/01/2024	06/30/2025
Martarella-Bristow, Dominic	Special Projects	07/01/2024	06/30/2025
Martinez, Matthew	Special Projects	07/01/2024	06/30/2025
McDonald, Russell	Assistant Coach	07/01/2024	06/30/2025
Mendez, Guadalupe	Student Support Assistant	07/01/2024	06/30/2025
Michael, Jacob	Account Clerk II	07/01/2024	06/30/2025
Nunn, Julia	Clerk I	07/01/2024	06/30/2025
Peterzell, Elise	Art Model	07/01/2024	06/30/2025
Powers, Patrick	Assistant Coach	07/01/2024	06/30/2025
Powers, Patrick	Special Projects	07/01/2024	06/30/2025
Rivera Torres, Maria	Special Projects	07/01/2024	06/30/2025
Roberts, Gary	Instructional Assistant	07/01/2024	06/30/2025
Romo Gutierrez, Yahaira	Clerk I	07/01/2024	06/30/2025
Saati, Amira	Special Projects	07/01/2024	06/30/2025

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Folsom Lake College</u>			
Savage, Stephen	Art Model	07/01/2024	06/30/2025
Sheikhshoaei, Mohammad	Instructional Assistant	07/01/2024	06/30/2025
Siegrist, Rebecca	Special Projects	07/01/2024	06/30/2025
Smith, Adeline	Student Support Assistant	07/01/2024	06/30/2025
Smith, Eli	Student Support Assistant	07/01/2024	06/30/2025
Solem, Bryan	Assistant Coach	07/01/2024	06/30/2025
Stefanco, Alina	Reader/Tutor II	07/01/2024	06/30/2025
Suan, Micah	Reader/Tutor I	07/01/2024	06/30/2025
Swenson, Ronnie	Instructional Assistant	07/01/2024	06/30/2025
Tiu, Chantelle	Reader/Tutor I	07/01/2024	06/30/2025
Tran, Nhan	Reader/Tutor I	07/01/2024	06/30/2025
Trengove, Ronald	Special Projects	07/01/2024	06/30/2025
Turner, Logan	Special Projects	07/01/2024	06/30/2025
Vallejo, Ezekiel	Special Projects	07/01/2024	06/30/2025
Venzon, Seline	Clerk I	07/01/2024	06/30/2025

Sacramento City College

Aljamali, Seham	Clerk II	07/01/2024	06/30/2025
Castle, Harold	Student Support Assistant	07/01/2024	06/30/2025
Chen, Andrew	Instructional Assistant	07/01/2024	06/30/2025
Davis, Angela	Instructional Assistant	07/01/2024	06/30/2025
Diggs, Jessica	Student Support Assistant	07/01/2024	06/30/2025
Dubray, Marcus	Art Model	07/01/2024	06/30/2025
Echavarre, Jayden	Instructional Assistant	07/01/2024	06/30/2025
Ellis, Keith	Special Projects	07/01/2024	06/30/2025
Farris, Carol	Special Projects	07/01/2024	06/30/2025
Figueroa, Jasmine	Special Projects	07/01/2024	06/30/2025
Fisk, Henry	Student Support Specialist	07/01/2024	06/30/2025
Fry, Joseph	Instructional Assistant	07/01/2024	06/30/2025
Galvan, Rosa	Special Projects	07/01/2024	06/30/2025
Garcia, Diana	Special Projects	07/01/2024	06/30/2025
Garcia Solano, Anayelli	Child Dev Ctr Lead Teacher	07/01/2024	06/30/2025
Gentry, Austin	Clerk I	07/01/2024	06/30/2025
Gomez, Olivia	Special Projects	07/01/2024	06/30/2025
Haber, Natalie	Special Projects	07/01/2024	06/30/2025
Haerter, Rochelle	Special Projects	07/01/2024	06/30/2025
Huynh, Ivy	Instructional Assistant	07/01/2024	06/30/2025
James, John	Instructional Assistant	07/01/2024	06/30/2025
James, Breanna	Student Support Assistant	07/01/2024	06/30/2025
Jett, Jack	Intermediate Interpreter	07/01/2024	06/30/2025
Jordan, Nizjah	Clerk I	07/01/2024	06/30/2025
Knight, Melissa	Advanced Interpreter	07/01/2024	06/30/2025
Kramer, Chad	Instructional Assistant	07/01/2024	06/30/2025
Kwong, Rachel	Instructional Assistant	07/01/2024	06/30/2025

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Sacramento City College</u>			
Lee, Kashia	Clerk I	07/01/2024	06/30/2025
Lopez Vanegas, Jareli	Student Support Specialist	07/01/2024	06/30/2025
Ma, Xinling	Instructional Assistant	07/01/2024	06/30/2025
Macshafi, Raliyat	Intermediate Interpreter	07/01/2024	06/30/2025
Magana, Monica	Student Support Specialist	07/01/2024	06/30/2025
Major, Maurisa	Instructional Assistant	07/01/2024	06/30/2025
Marez, Stella	Student Support Assistant	07/01/2024	06/30/2025
Martinez, Ariana	Student Support Specialist	07/01/2024	06/30/2025
Mason, Stephen	Clerk I	07/01/2024	06/30/2025
Matista, Alyssa	Clerk I	07/01/2024	06/30/2025
McCarty, William	Special Projects	07/01/2024	06/30/2025
Mcdonald, David	Special Projects	07/01/2024	06/30/2025
McDoniels, Michael	Student Support Assistant	07/01/2024	06/30/2025
McMahan, Gregory	Instructional Assistant	07/01/2024	06/30/2025
Pereira, Carmen	Student Support Assistant	07/01/2024	06/30/2025
Phan, Kim	Laboratory Technician	07/01/2024	06/30/2025
Rak, Iryna	Clerk III	07/01/2024	06/30/2025
Ramirez, Amanda	Student Support Specialist	07/01/2024	06/30/2025
Reeves, Faith	Clerk I	07/01/2024	06/30/2025
Robinett, Natalja	Special Projects	07/01/2024	06/30/2025
Sabt, Shaimaa	Special Projects	07/01/2024	06/30/2025
Sharpe, Norma	Special Projects	07/01/2024	06/30/2025
Sims, Lorie	Advanced Interpreter	07/01/2024	06/30/2025
Smith, Storm	Special Projects	07/01/2024	06/30/2025
Sohail, Fnu	Instructional Assistant	07/01/2024	06/30/2025
Sullivan, Devin	Clerk I	07/01/2024	06/30/2025
Thomas, David	Intermediate Interpreter	07/01/2024	06/30/2025
Times, Stephanie	Student Support Specialist	07/01/2024	06/30/2025
Vargas, Victor	Student Support Specialist	07/01/2024	06/30/2025
Wilber, Collin	Clerk I	07/01/2024	06/30/2025
Wilder, Allison	Assistant Coach	07/01/2024	06/30/2025

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Rio Valley Charter School	ATTACHMENT: Yes
		ENCLOSURE: None
		STRATEGIC PLAN GOAL(S): 1,2,3
AGENDA ITEM:	Action Item A	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Dr. Albert Garcia, <i>Albert Garcia</i> Sacramento City College President	CONSENT/ROUTINE
		FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, <i>Brian King</i> 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 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 charter schools to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the charter school.

STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Rio Valley Charter School. There are minor language changes regarding location and facilities in this MOU compared to 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 2024, classes will be offered to high school students attending Rio Valley Charter School. 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 Rio Valley Charter School 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
Rio Valley Charter School**

This Memorandum of Understanding ("MOU") is between the Los Rios Community College District and its respective colleges ("LRCCD"), and Rio Valley Charter School ("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 charter school located in Sacramento County and governed by Twin Rivers Unified School District;

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 June 13, 2024 and the Board of LRCCD on July 10, 2024;

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 25-30 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 4.1 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 CHARTER is Dan McLaughlin, Assistant Director of Student Services, Pacific Charter Institute.
- 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:

Rio Valley Charter School

By: _____

Dr. Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031
nyej@losrios.edu

By: _____

Dan McLaughlin
Assistant Director of Student Services
Pacific Charter Institute
2241 Harvard Street Ste. 310
Sacramento, CA 95815
(866) 992-9033 Ext. 3060
dan.mclaughlin@pacificcharters.org



OFFICE OF THE SUPERINTENDENT/PRESIDENT

December 8, 2023

Jamey Nye, Deputy Chancellor
Los Rios Community College District (LRCCD)
1919 Spanos Court
Sacramento, CA 95825

Re: Out of Service Area Dual Enrollment Agreement

Dear LRCCD,

California Education Code, section 76004(e), states that “a community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.”

This letter confirms that San Joaquin Delta College agrees to the CCAP partnership between Sacramento City College (SCC) and Pacific Charter Institute (PCI) where students from PCI schools that are located outside of San Joaquin Delta College service area will be served by SCC in the following program and terms:

- College and Career Readiness Pathway, starting Fall 2024

San Joaquin Delta Community College retains the right to terminate this agreement during any subsequent term. If further information from me is needed, you may contact me via email at lisa.lawrenson@deltacollege.edu.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Aguilera Lawrenson".

Lisa Aguilera Lawrenson, Ph.D.
Superintendent/President

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District ("LRCCD") and Rio Valley Charter School ("CHARTER") regarding dual enrollment courses to be taught at the locations listed below.

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 approved curriculum and course outlines applicable to these courses are available online at the LRCCD website:
<https://losrios.edu/academics>.
3. CHARTER students may be added to a section from any course listed below 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.
4. The high school(s) served by this agreement include: Rio Valley Charter School
5. The seamless pathways from school to college for this agreement include:
 - Career Technical Education
 - Preparation for Transfer
 - College and Career Readiness
 - Improving High School Graduation Rate
6. The Vision for Success Goals that align with this agreement are:
 - Over five years, increase by at least 20 percent the number of California Community College students annually who acquire associate degrees, credentials, certificates, or specific skill sets that prepare them for an in-demand job.
 - Over five years, increase by 35 percent the number of California Community College students transferring annually to a UC or CSU.
 - Over five years, decrease the average number of units accumulated by California Community College students earning associate degrees.
 - Over five years, increase the percent of exiting CTE students who report being employed in their field of study.
 - Reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups.
 - Over five years, reduce regional achievement gaps across all of the above measures through faster improvements among colleges located in regions with the lowest educational attainment of adults.
7. The names, locations, and times of the potential courses to be taught are as follows in the chart below:

CB01 Course Department Name and Number	CB02 Course Title	Units	Time	Day(s)	Term	Location - College Campus Name or School Name	Modality (Hybrid= Online)	Number of Course Sections to be offered	Estimated # of Students	Estimated FTES to be claimed by LRCCD	Pathway Aligned
HCD 310	College Success	3	Asynchronous	Asynchronous	FA24	Sacramento City College	Online Asynchronous	1	18	1.9	College and Career Readiness
HCD 330	Life and Career Plan	1	Asynchronous	Asynchronous	FA24	Sacramento City College	Online Asynchronous	1	18	0.6	College and Career Readiness
							Totals	2	36	2.5	

<p>LOS RIOS COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ Date: _____</p> <p>Dr. Jamey Nye Deputy Chancellor 1919 Spanos Court Sacramento, CA 95825 (916) 568-3031 nyej@losrios.edu</p>	<p>HERITAGE PEAK CHARTER SCHOOL</p> <p>By: _____ Date: _____</p> <p>Dan McLaughlin Assistant Director of Student Services Pacific Charter Institute 2241 Harvard Street Ste. 310 Sacramento, CA 95815 (866) 992-9033 Ext. 3060 dan.mclaughlin@pacificcharters.org</p>
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LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: John Adams Academy	ATTACHMENT: Yes ENCLOSURE: None STRATEGIC PLAN GOAL(S): 1,2,3
AGENDA ITEM:	Action Item B	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Dr. Art Pimentel,  Folsom Lake College President	CONSENT/ROUTINE FIRST READING
APPROVED FOR CONSIDERATION:	Brian King 	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 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 charter schools to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the charter school.

STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and John Adams 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 2024, classes will be offered to high school students attending John Adams 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 John Adams 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
John Adams Academy**

This Memorandum of Understanding (“MOU”) is between the Los Rios Community College District and its respective colleges (“LRCCD”), and John Adams 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 charter school located in El Dorado County and governed by El Dorado County Office of Education;

WHEREAS, the parties desire to enter into a College and Career Access Pathways (“CCAP”) 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 unless an agreement exists or is established between LRCCD and another community college district authorizing the CCAP partnership outside of LRCCD boundaries in accordance with California Education Code section 76004(e), in which case the letter of authorization will be attached at the end of this agreement;

WHEREAS, this dual enrollment agreement has been approved by the Board of CHARTER on June 27, 2024 and the Board of LRCCD on July 10, 2024;

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 following its approval by the governing board of each party and 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. 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 an individual CA may differ from this MOU 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 that particular CA, and will only be effective as to that particular CA.

5. Required Information.

- A. The total number of high school students to be served by this MOU is estimated at approximately 30 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 4 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. Enrollment 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 Joseph Benson, Executive Director at John Adams 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 shall 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 shall 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**

By: _____ Date: _____
Dr. Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031
nyej@losrios.edu

AGREED TO AND ACCEPTED:

John Adams Academy

By: _____ Date: _____
Joseph Benson
Executive Director
1 Sierra Gate Plaza
Roseville, CA 95678
(916) 780-6800
administratoredh@johnadamsacademy.org

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District ("LRCCD") and John Adams Academy ("CHARTER") regarding dual enrollment courses to be taught at the locations listed below.

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 approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: <https://losrios.edu/academics>.
3. CHARTER students may be added to a section from any course listed below 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.
4. The high school(s) served by this agreement include: John Adams Academy
5. The seamless pathways from school to college for this agreement include:
 - Career Technical Education
 - Preparation for Transfer
 - College and Career Readiness
 - Improving High School Graduation Rate
6. The Vision 2030 Goals that align with this agreement are:
 - Goal 1: Equity in Success - Ensure the academic and career success of all Californians who are current and prospective California community college students.
 - Goal 2: Equity in Access - Broaden the opportunities for all Californians to participate in higher education by starting or continuing their higher education at a California community college.
 - Goal 3: Equity in Support - Partner with other systems, agencies, institutions and community-based organizations to provide students the academic, financial and social supports necessary to thrive by taking education opportunities and the accompanying support to Californians.
7. The names, locations, and times of the potential courses to be taught are as follows in the chart below:

CB01 Course Department Name and Number	CB02 Course Title	Units	Time	Day(s)	Term	Location - College Campus Name or School Name	Modality (Hybrid= Online)	Number of Course Sections to be offered	Estimated # of Students	Estimated FTES to be claimed by LRCCD	Pathway Aligned
DANCE 436	Musical Theatre Dance Prod I	2	Asynchronous	Asynchronous	FA24	John Adams Academy, EDH Campus	Online Asynchronous	1	30	2.1	Improving HS graduation
DANCE 437	Musical Theatre Dance Prod II	2	Asynchronous	Asynchronous	SP25	John Adams Academy, EDH Campus	Online Asynchronous	1	30	2.1	Improving HS graduation
							Totals	2	30	4.2	

LOS RIOS COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____

Dr. Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031
nyej@losrios.edu

JOHN ADAMS ACADEMY

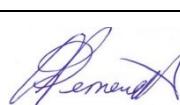
By: _____ Date: _____

Joseph Benson
Executive Director
1 Sierra Gate Plaza
Roseville, CA 95678
(916) 780-6800
administratoredh@johnadamsacademy.org

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of Understanding: Mountainside Middle College High School	ATTACHMENT: Yes ENCLOSURE: None STRATEGIC PLAN GOAL(S): 1,2,3
AGENDA ITEM:	Action Item C	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Dr. Art Pimentel, Folsom Lake College President 	CONSENT/ROUTINE FIRST READING
APPROVED FOR CONSIDERATION:	Brian King 	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 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 charter schools to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the charter school.

STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Mountainside Middle College High School. The only significant differences between this MOU and our standard CCAP MOU template are in the Facilities sections 7.H. and 12., as a result of the high school existing on the SCC El Dorado Center Campus. 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 2024, classes will be offered to high school students attending Mountainside Middle College High School. 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 Mountainside Middle College High School 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
Mountainside Middle College High School**

This Memorandum of Understanding ("MOU") is between the Los Rios Community College District and its respective colleges ("LRCCD"), and Mountainside Middle College High School ("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 charter school located in El Dorado County and governed by El Dorado County Office of Education;

WHEREAS, the parties desire to enter into a College and Career Access Pathways ("CCAP") 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 July 3, 2024 and the Board of LRCCD on July 10, 2024;

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 following its approval by the governing board of each party and 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 the end of the academic year 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. 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 an individual CA may differ from this MOU 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 that particular CA, and will only be effective as to that particular CA.
5. **Required Information.**

- A. The total number of high school students to be served by this MOU is estimated at approximately 200 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 20.29 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. Enrollment 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 Ed Manansala, Superintendent at El Dorado County Office of Education.
- 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 shall 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 shall 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 the 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 College 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. LRCCD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without facility charges to CHARTER or students. LRCCD agrees to clean, maintain, and safeguard LRCCD's premises.

LRCCD 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 LRCCD will be utilized to carry out the goals of this MOU and any related CA, although from time to time other facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. If any CHARTER facilities are utilized, 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**

By: _____ Date: _____
Dr. Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031
nyej@losrios.edu

AGREED TO AND ACCEPTED:

**El Dorado County Office of
Education for:
Mountainside Middle College High
School**

By: Ed Manansala Date: 7/3/2024
Ed Manansala, Ed.D.
Superintendent
6767 Green Valley Rd.
Placerville, CA , CA 95667-8984
530-295-2229
emanansala@edcoe.org

COURSE AGREEMENT

This course agreement is entered into between the Los Rios Community College District ("LRCCD") and Mountainside Middle College High School ("CHARTER") regarding dual enrollment courses to be taught at the locations listed below.

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 approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: <https://lriosrios.edu/academics>.

3. CHARTER students may be added to a section from any course listed below 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.

4. The high school(s) served by this agreement include: Mountainside Middle College High School

5. The seamless pathways from school to college for this agreement include:

- Career Technical Education
- Preparation for Transfer
- College and Career Readiness
- Improving High School Graduation Rate

6. The Vision 2030 Goals that align with this agreement are:

- Goal 1: Equity in Success - Ensure the academic and career success of all Californians who are current and prospective California community college students.
- Goal 2: Equity in Access - Broaden the opportunities for all Californians to participate in higher education by starting or continuing their higher education at a California community college.
- Goal 3: Equity in Support - Partner with other systems, agencies, institutions and community-based organizations to provide students the academic, financial and social supports necessary to thrive by taking education opportunities and the accompanying support to Californians.

7. The names, locations, and times of the potential courses to be taught are as follows in the chart below:

CB01 Course Department Name and Number	CB02 Course Title	Units	Time	Day(s)	Term	Location - College Campus Name or School Name	Modality (Hybrid= Online)	Number of Course Sections to be offered	Estimated # of Students	Estimated FTEs to be claimed by LRCCD	Pathway Aligned
HCD 110	Build Foundations for Success	3	230-350	Tu/Th	FA24	FLC, El Dorado Center	In-person Synchronous	2	40	4.1	College and Career Readiness
FITNS 400	Body Fitness (Walk/Jog)	1	Asynchronous		FA24	FLC, El Dorado Center	Online Asynchronous	2	40	1.4	College and Career Readiness
LIBR 318	Lib Research & Info Literacy	1	130-220	Th + Asynch	FA24	FLC, El Dorado Center	Hybrid	1	40	1.4	College and Career Readiness
Totals: Unduplicated								5	40	6.9	

LOS RIOS COMMUNITY COLLEGE DISTRICT
By: _____ Date: _____
Dr. Jamey Nye
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031
nyej@losrios.edu

MOUNTAINSIDE MIDDLE COLLEGE HIGH
SCHOOL
By: S. Manangala Date: 7/3/2024
Ed Manangala, Ed.D.
Superintendent, EDCOE
6767 Green Valley Rd.
Placerville, CA, CA 95667-8984
530-295-2229
emanansala@edcoe.org

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Contract Award: District Wide Furniture and Related Services	ATTACHMENT: None
		ENCLOSURE: None
		STRATEGIC PLAN GOAL(S): 1
AGENDA ITEM:	Action Item D	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE
		FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION
		INFORMATION

BACKGROUND:

Regular furniture upgrades are necessary across the District to maintain effective, efficient, and code-compliant learning and working environments for our students, faculty, and staff. To achieve this, the District Office requested bids for providing furniture, design, installation, and related support services throughout the District. The aim is to offer the District various options at consistent and predictable prices for the next five years.

STATUS:

The Request for Proposals (RFP) was advertised, and invitations to qualify were sent to firms specializing in modular furniture systems. The committee evaluated the bids based on product pricing, labor rates, product quality, industry qualifications, and experience. After assessing these criteria, all four bidders were found to be responsive and qualified. As a result, the following bidders were selected to provide districtwide furniture and related services:

Bidder	Selected by Committee
Craig Campbell	Yes
Miles Treaster & Associates	Yes
Western Contract	Yes
Insidesource	Yes

RECOMMENDATION:

It is recommended the Board of Trustees award contracts to Craig Campbell, Miles Treaster and Associates, Western Contract, and Insidesource.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Resolution No. 2024:07 – 2024 Refunding General Obligation Bonds, Series A	ATTACHMENT: Yes
		ENCLOSURE: POS/BPA
		STRATEGIC PLAN GOAL(S): 5
AGENDA ITEM:	Action Item E	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE
		FIRST READING
APPROVED FOR CONSIDERATION:	Brian King	ACTION X
		INFORMATION

BACKGROUND:

In March 2002, District voters approved Measure A, a \$265 million general obligation bond authorization for the construction and modernization of District facilities. Under Measure A, the District has previously issued its bonds in the principal amount of \$27.5 million in August 2002 (Series A); \$65 million in April 2004 (Series B); \$70 million in July 2006 (Series C); \$55 million in August 2009 (Series D); \$20 million in June 2013 (Series E) and \$27.5 million in February 2018 (Series F). The District has issued multiple series of Refunding Bonds for the purpose of refinancing the Series A, B, C and D Bonds that were issued under Measure A. These refundings have generated total net present value debt service savings to the District's taxpayers of approximately \$22 million. The proceeds of the new issue of Refunding Bonds to be authorized under Resolution No. 2024:07 will be applied to refinance the 2002 Series E Bonds.

STATUS:

The 2002 Series E Bonds were issued in June 2013 with a true interest cost of 4.177% and an optional redemption provision allowing the bonds to be refinanced any date commencing on August 1, 2023. The ability to redeem the 2002 Series D Bonds at this time, coupled with the low current interest rate environment, present an opportunity to refund the 2002 Series E Bonds by issuing 2024 Refunding General Obligation Bonds, Series A in the amount not to exceed \$15 million. The projected taxpayer savings of the refunding is approximately \$3.2 million. The projected savings are net of all costs of issuance including financial advisory, legal, rating, and underwriting fees. This projection is based on current market interest rates, and the amount of savings ultimately generated by the refunding will depend on bond market conditions on the day of the refunding bond sale.

The Refunding Bonds will be sold on a negotiated basis to an Underwriting firm which will be designated by the Chancellor based upon proposals received by the District and upon consultation with the Municipal Advisor. As with other bond issuances, the District retains the guidance of a fiduciary agent that protects the interests of the electorate of the District. The Refunding Bonds will be sold to the Underwriter under a Bond Purchase Agreement which is approved pursuant to the Resolution, a copy of which is included in the information presented to the Board. A copy of the Preliminary Official Statement

describing the financing, which will be updated following the sale to the Official Statement, is also included in the information presented to the Board.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Resolution No. 2024:07 authorizing the issuance and sale of the 2024 Refunding General Obligation Bonds, Series A in the maximum principal amount of \$15,000,000 to refund the outstanding 2002 Series E Bonds issued under Measure A and approving related documents and official actions, including the Preliminary Official Statement and Bond Purchase Agreement relating to the refunding bonds.

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

RESOLUTION

No 2024-07

AUTHORIZING THE ISSUANCE AND SALE OF 2024 REFUNDING GENERAL OBLIGATION BONDS, SERIES A IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000 TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS, 2002 ELECTION, SERIES E, AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, ESCROW AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, a bond election was duly and regularly held in the Los Rios Community College District (the "District") on March 5, 2002, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure A to the qualified electors of the District, authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$265,000,000 (the "Measure A Bonds") for the purpose of financing educational facilities of the District; and

WHEREAS, the District has previously issued a series of Measure A Bonds, designated the Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2002 Election, Series E in the aggregate principal amount of \$20,000,000 (the "2002 Series E Bonds"), under Resolution No. 2013-6 adopted by the Board of Trustees of the District on May 8, 2013, for the purpose of providing funds to finance educational facilities authorized under Measure A; and

WHEREAS, the 2002 Series E Bonds are currently subject to optional redemption on any date at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, the Board of Trustees has determined at this time to issue and sell its Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series A in the aggregate principal amount of not to exceed \$15,000,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the outstanding 2002 Series E Bonds and thereby realizing debt service savings to the property tax payers of the District; and

WHEREAS, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9

and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580 of such Code (the “Refunding Bond Law”); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with such policy;

NOW, THEREFORE, the Board of Trustees of the Los Rios Community College District hereby finds, determines, declares and resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given to them below, unless the context clearly requires some other meaning. Any capitalized term defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such term in the recitals.

“Authorized Investments” means any investment permitted by law, without regard to maximum percentage limitations in asset classes for investments \$500,000 or less, to be made with moneys belonging to the District or in the custody of the Director of Finance. Without limiting the generality of the foregoing sentence, the foregoing, the term “Authorized Investments” shall include the Local Agency Investment Fund of the State of California, created under Section 16429.1 of the California Government Code.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means the firm of Jones Hall, A Professional Law Corporation, or any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

"Closing Date" means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2002 Series E Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, fees and charges of bond counsel, disclosure counsel, Municipal Advisor and other professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Refunding Bonds, the premium for any policy of municipal bond insurance issued with respect to the Refunding Bonds, and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2002 Series E Bonds.

"County" means the County of Sacramento, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"Debt Service Fund" means the fund established and held by the Director of Finance under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"Director of Finance" means the Director of Finance of the County, or any authorized deputy thereof.

"District" means the Los Rios Community College District, a community college district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Chancellor, the Executive Vice Chancellor, Finance and Administration, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Escrow Agent" means U.S. Bank Trust Company, National Association, in its capacity as escrow agent for refunding and defeasance of the Refunded 2002 Series E Bonds.

"Escrow Agreement" means the Escrow Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2002 Series E Bonds.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as set forth in the Bond Purchase Agreement.

"Municipal Advisor" means Dale Scott & Company, Inc., as the municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder. Initially, the Office of the Paying Agent is 700 H Street, Room 1710, Sacramento, California 95814. The Office may be re-designated from time to time by written notice filed with the County and the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Director of Finance, which has been appointed to act as paying agent for the Refunding Bonds by the District under Section 6.01, including its successors and assigns, and any other corporation or association which may at any time be substituted in its place.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Refunded 2002 Series E Bonds" means the portion of the 2002 Series E Bonds which are refunded from the proceeds of the Refunding Bonds, as more particularly identified in the Escrow Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of such Code, as amended from time to time.

"Refunding Bonds" means the not to exceed \$15,000,000 aggregate principal amount of Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series A issued and at any time Outstanding under this Resolution and the Refunding Bond Law.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board on July 10, 2024, authorizing the issuance of the Refunding Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses

and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under such Code.

“Term Bonds” means any maturity of the Refunding Bonds, if any, which is subject to mandatory sinking fund redemption under Section 2.03(b).

“2002 Series E Bonds” means the Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2002 Election, Series E issued in the aggregate original principal amount of \$20,000,000 on June 27, 2013, pursuant to Resolution No. 2013-6 of the Board adopted on May 8, 2013.

“Underwriter” means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding articles, sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular article, section or subdivision hereof.

(d) Whenever the term “may” is used herein with respect to an action by the District or any other party, such action shall be discretionary and the party who “may” take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

TERMS OF REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$15,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refinance the 2002 Series E Bonds in whole or in part.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series A."

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2002 Series E Bonds plus the principal amount of the Refunded 2002 Series E Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Municipal Advisor or the Underwriter that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds shall be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and the Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) shall be payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which shall be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any

Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Refunding Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this Section relating to the payment of the Refunding Bonds shall be subject in all respects to the provisions of Section 2.09 so long as the Refunding Bonds are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption. If and as determined upon the sale of the Refunding Bonds, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as determined upon the sale of the Refunding Bonds, any maturity of Refunding Bonds shall be designated as Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years as determined upon the sale of the Refunding Bonds, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection (b) will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual Refunding Bonds of \$5,000 denominations, which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days before the date fixed for redemption, to the Municipal Securities Rulemaking Board and the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice shall not be a condition precedent to such redemption and failure to give or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to each of the Securities Depositories.

Such notice shall (i) state the redemption date and the redemption price, (ii) if less than all of the then Outstanding Refunding Bonds are to be called for redemption, designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, (iii) require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the applicable redemption price, and (iv) state that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Refunding Bonds so called for redemption have been duly provided, such Refunding Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all of the Refunding Bonds, and submit a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with

necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary to the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds may be made (a) 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchanges of Refunding Bonds shall be required to be made (a) during the 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption, or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, Refunding Bonds as herein before provided.

Section 2.09. Book-Entry System. Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee

of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter relating to the Refunding Bonds.

Section 2.10. Refunding Bonds Mutilated, Lost, Destroyed or Stolen.

If any Refunding Bond is mutilated the District, at the expense of the Owner of such Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section in lieu of any Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Refunding Bonds issued under this Resolution.

Notwithstanding any other provision of this Section, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds. Pursuant to Section 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to an underwriting firm, investment banking firm or other financial institution which is designated by the Chancellor to serve as the Underwriter, based upon proposals received by the District and upon consultation with the Municipal Advisor. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.50% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Refunding Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53583(c) of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Refunding Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Refunding Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

Notwithstanding anything herein to the contrary, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Approval of Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in the form on file with the Clerk of the Board, which shall be utilized in connection with the sale of the Refunding Bonds under Section 3.01. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement by the Underwriter to prospective purchasers of the Refunding Bonds is hereby approved. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

Section 3.03. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be applied on the Closing Date as follows:

- (a) An amount required to pay the estimated Costs of Issuance shall be transferred to U.S. Bank Trust Company, National Association, to be held and administered in accordance with the agreement which is approved under Section 3.05.
- (b) The remainder of such proceeds shall be transferred to the Escrow Agent to be applied to refund and discharge all of the Refunded 2002 Series E Bonds on the Closing Date in accordance with the Escrow Agreement.

Section 3.04. Refunding of Prior Bonds; Approval of Escrow Agreement. The Refunded 2002 Series E Bonds shall be refunded in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved shall conclusively evidence of the approval of any such changes or modifications. The Board hereby authorizes a District Representative to execute and deliver the final form of the Escrow Agreement in the name and on behalf of the District.

Section 3.05. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association, in the form on file with the Clerk of the Board. As provided in such agreement, a portion of the proceeds of the Refunding Bonds shall be deposited thereunder, to be applied for the payment of Costs of Issuance upon requisitions submitted by a

District Representative in accordance with such agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Costs of Issuance Custodian Agreement in the name and on behalf of the District.

Section 3.06. Bond Insurance. If the District is advised by the Municipal Advisor and the Underwriter that it is in the best financial interests of the District to obtain a municipal bond insurance policy insuring the payment of debt service on the Refunding Bonds, a District Representative is authorized to apply for such insurance and to take all actions and execute all documents and certifications relating thereto.

Section 3.07. Professional Services. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Dale Scott & Company Inc. has previously been engaged to act as the Municipal Advisor, in connection with the issuance and sale of general obligation bonds of the District, including the Refunding Bonds. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.08. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds shall be a general obligation of the District payable from the levy of *ad valorem* taxes upon all property within the District which are subject to taxation by the District, without limitation as to rate or amount. The District hereby directs the County to levy, and hereby directs all other counties whose jurisdiction includes properties within the District to levy, on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the Director of Finance and placed in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the Director of Finance to establish, hold and maintain while the Refunding Bonds are Outstanding an interest and sinking fund for the Refunding Bonds (the "Debt Service Fund"), which shall be maintained by the Director of Finance as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of any taxes levied under Section 4.01.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Upon the written request of the District filed with the County, amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest on the Refunding Bonds when due.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on

the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the Director of Finance.

Section 4.04. Investments. All moneys held in any of the funds or accounts established with the Director of Finance hereunder shall be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment without regard to the maximum percentage limitations per asset class for investments \$500,000 or less. Authorized Investments purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District shall punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding Bonds and of this Resolution, and shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Refunding Bonds. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District shall preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that the Refunding Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Refunding Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section apply to those Refunding Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

Section 5.05. Continuing Disclosure. The District hereby approves the Continuing Disclosure Certificate in substantially the form attached as an appendix to the Preliminary Official Statement for the Refunding Bonds, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes or modifications. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be

necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District shall comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent; Approval of Paying Agent Agreement. The Director of Finance is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the form of a Paying Agent Agreement between the District and the County in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Paying Agent Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Paying Agent Agreement, the provisions of the Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any

supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Refunding Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

SECTION 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after such date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) provide to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners

may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or an attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, (a) the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds; (b) the Board of Supervisors' sole responsibilities hereunder are to levy a tax for the repayment of the Refunding Bonds, as provided in Section 15250 of the Education Code, and (i) the County, the Board of Supervisors and any officer, official, agent or employee of the County, shall have no obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in Section 15250 of the Education Code; (ii) the Refunding Bonds, including interest thereon, are payable solely from taxes levied by the Board of Supervisors under Section 15250 of the Education Code; and (iii) the County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution.

The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this

Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Refunding Bonds, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees.

The District further agrees to indemnify, defend and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not due to its or their negligence or bad faith.

Section 9.06. Destruction of Canceled Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED as Los Rios Community College District Resolution No. 2024-07 this tenth day of July, 2024, by the following called vote:

AYES:	NAYES:	ABSENT:
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Pamela Haynes, Board President

Attest:

Brian King
Chancellor and Secretary to the Board

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____ \$ _____

LOS RIOS COMMUNITY COLLEGE DISTRICT (Sacramento County, California)

2024 REFUNDING GENERAL OBLIGATION BOND, SERIES A

INTEREST RATE: Maturity Date: ISSUE DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Los Rios COMMUNITY COLLEGE DISTRICT (the "District"), located in Sacramento County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 1, 20__, in which event it shall bear interest from the Issue Date stated above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially the Director of Finance of the County of Sacramento. Interest hereon is payable on each Interest Payment Date to the Registered Owner of this

Bond at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent before any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a resolution of the Board of Trustees of the District adopted on July 10, 2024 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[if applicable:] The Bonds maturing on and before August 1, 20_____, are not subject to optional redemption before their respective stated maturities. The Bonds maturing on and after August 1, 20_____, are subject to redemption at the option of the District on August 1, 20_____, and on any date thereafter, at a redemption

price equal to ____ % of the principal amount thereof to be redeemed together with interest accruing thereon to the redemption date, without premium.

[*if applicable:*] The Bonds maturing on August 1 in each of the years _____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced as designated in written notice filed by the District with the Paying Agent.

**Mandatory Sinking Fund Redemption of
Bonds Maturing on August 1, _____**

Mandatory Sinking Fund Redemption Date <u>(August 1)</u>	Principal Amount <u>To be Redeemed</u>
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The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to such date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owner of the Bonds, to the Municipal Securities Rulemaking Board and to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, before the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of

selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Los Rios Community College District has caused this Bond to be executed by the facsimile signature of the President of its

Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, all as of the date stated above.

**LOS RIOS COMMUNITY COLLEGE
DISTRICT**

By _____
Pamela Haynes, President
Board of Trustees

Attest:

Brian King
Chancellor and Secretary to the
Board

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**DIRECTOR OF FINANCE OF THE
COUNTY OF SACRAMENTO,
*as Paying Agent***

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

**REQUIRED DISCLOSURES PURSUANT TO
GOVERNMENT CODE SECTION 5852.1**

1. True Interest Cost of the Refunding Bonds (Estimated): 3.75%.
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$259,615. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$220,000 together with estimated Underwriter's compensation in the amount of approximately \$39,615.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$13,320,438.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$14,611,979.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding the principal amount of the Refunding Bonds to be sole and the interest rates available in the bond market at the time of pricing the Refunding Bonds.*

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: July 10, 2024

SUBJECT:	Resolution No. 2024:08 – 2024 Refunding General Obligation Bonds, Series B	ATTACHMENT: Yes
		ENCLOSURE: POS/BPA
		STRATEGIC PLAN GOAL(S): 5
AGENDA ITEM:	Action Item F	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE
		FIRST READING
APPROVED FOR CONSIDERATION:	Brian King	ACTION X
		INFORMATION

BACKGROUND:

In November 2008, District voters approved Measure M, a \$475 million general obligation bond authorization for the construction and modernization of District facilities. Under Measure M, the District has previously issued bonds in the principal amount of \$130 million in October 2010 (Series A); \$60 million in June 2013 (Series B); \$65 million in February 2018 (Series C); \$80 million in June 2019 (Series D); and \$130 million in July 2021 (Series E). The District issued its Refunding Bonds in December 2017 for the purpose of refinancing the 2008 Series A Bonds, realizing total debt service savings over \$14.4 million. The proceeds of the new issue of Refunding Bonds to be authorized under Resolution No. 2024:08 will be applied to refinance the 2008 Series B Bonds.

STATUS:

The 2008 Series B Bonds were issued in June 2013 with a true interest cost of 4.109% and an optional redemption provision allowing the bonds to be refinanced on any date commencing on August 1, 2023. The ability to redeem the 2008 Series B Bonds at this time, coupled with the low current interest rate environment, present an opportunity to refund the 2008 Series B Bonds by issuing 2024 Refunding General Obligation Bonds, Series B in the amount not to exceed \$50 million. The projected net taxpayer savings of the refunding is approximately \$12.6 million. The projected savings are net of all costs of issuance including financial advisory, legal, rating, and underwriting fees. This projection is based on current market interest rates, and the amount of savings ultimately generated by the refunding will depend on bond market conditions on the day of the refunding bond sale.

The Refunding Bonds will be sold on a negotiated basis to an Underwriting firm which will be designated by the Chancellor based upon proposals received by the District and upon consultation with the Municipal Advisor. As with other bond issuances, the District retains the guidance of a fiduciary agent that protects the interests of the electorate of the District. The Refunding Bonds will be sold to the Underwriter under a Bond Purchase Agreement which is approved pursuant to the Resolution, a copy of which is included in the information presented to the Board. A copy of the Preliminary Official Statement describing the financing, which will be updated following the sale to the Official Statement, is also included in the information presented to the Board.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Resolution No. 2024:08 authorizing the issuance and sale of the 2024 Refunding General Obligation Bonds, Series B in the maximum principal amount of \$50,000,000 to refund outstanding 2008 Series B Bonds issued under Measure M and approving related documents and official actions, including the Preliminary Official Statement and Bond Purchase Agreement relating to the refunding bonds.

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 2024-08

AUTHORIZING THE ISSUANCE AND SALE OF 2024 REFUNDING GENERAL OBLIGATION BONDS, SERIES B IN THE MAXIMUM PRINCIPAL AMOUNT OF \$50,000,000 TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS, 2008 ELECTION, SERIES B, AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, ESCROW AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, a special bond election was duly and regularly held in the Los Rios Community College District (the “District”) on November 4, 2008, under the procedures specified in Proposition 39 (Article XIII A, Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$475,000,000 (the “Measure M Bonds”) for the purpose of financing specified educational facilities of the District; and

WHEREAS, the District has previously issued a series of Measure M Bonds, designated the Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series B in the aggregate principal amount of \$60,000,000 (the “2008 Series B Bonds”), under Resolution No. 2013-7 adopted by the Board of Trustees of the District on May 8, 2013, for the purpose of providing funds to finance educational facilities authorized under Measure M; and

WHEREAS, the 2008 Series B Bonds are currently subject to optional redemption on any date at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, the Board of Trustees has determined at this time to issue and sell its Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series B in the aggregate principal amount of not to exceed \$50,000,000 (the “Refunding Bonds”) for the purpose of refunding all or a portion of the outstanding 2008 Series B Bonds and thereby realizing debt service savings to the property tax payers of the District; and

WHEREAS, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580 of such Code (the “Refunding Bond Law”); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with such policy;

NOW, THEREFORE, the Board of Trustees of the Los Rios Community College District hereby finds, determines, declares and resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given to them below, unless the context clearly requires some other meaning. Any capitalized term defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such term in the recitals.

“Authorized Investments” means any investment permitted by law, without regard to maximum percentage limitations in asset classes for investments \$500,000 or less, to be made with moneys belonging to the District or in the custody of the Director of Finance. Without limiting the generality of the foregoing sentence, the foregoing, the term “Authorized Investments” shall include the Local Agency Investment Fund of the State of California, created under Section 16429.1 of the California Government Code.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means the firm of Jones Hall, A Professional Law Corporation, or any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

"Closing Date" means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2008 Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, fees and charges of bond counsel, disclosure counsel, Municipal Advisor and other professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Refunding Bonds, the premium for any policy of municipal bond insurance issued with respect to the Refunding Bonds, and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2008 Series B Bonds.

"County" means the County of Sacramento, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"Debt Service Fund" means the fund established and held by the Director of Finance under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"Director of Finance" means the Director of Finance of the County, or any authorized deputy thereof.

"District" means the Los Rios Community College District, a community college district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Chancellor, the Executive Vice Chancellor, Finance and Administration, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Escrow Agent" means U.S. Bank Trust Company, National Association, in its capacity as escrow agent for refunding and defeasance of the Refunded 2008 Series B Bonds.

"Escrow Agreement" means the Escrow Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2008 Series B Bonds.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (I) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as set forth in the Bond Purchase Agreement.

"Municipal Advisor" means Dale Scott & Company, Inc., as the municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

“Office” means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder. Initially, the Office of the Paying Agent is 700 H Street, Room 1710, Sacramento, California 95814. The Office may be re-designated from time to time by written notice filed with the County and the District by the Paying Agent.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

“Paying Agent” means the Director of Finance, which has been appointed to act as paying agent for the Refunding Bonds by the District under Section 6.01, including its successors and assigns, and any other corporation or association which may at any time be substituted in its place.

“Record Date” means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Refunded 2008 Series B Bonds” means the portion of the 2008 Series B Bonds which are refunded from the proceeds of the Refunding Bonds, as more particularly identified in the Escrow Agreement.

“Refunding Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of such Code, as amended from time to time.

“Refunding Bonds” means the not to exceed \$50,000,000 aggregate principal amount of Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series B issued and at any time Outstanding under this Resolution and the Refunding Bond Law.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

“Resolution” means this Resolution adopted by the Board on July 10, 2024, authorizing the issuance of the Refunding Bonds, as originally adopted by the

Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under such Code.

“Term Bonds” means any maturity of the Refunding Bonds, if any, which is subject to mandatory sinking fund redemption under Section 2.03(b).

“2008 Series B Bonds” means the Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series B issued in the aggregate original principal amount of \$60,000,000 on June 27, 2013, pursuant to Resolution No. 2013-7 of the Board adopted on May 8, 2013.

“Underwriter” means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding articles, sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular article, section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by the District or any other party, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

TERMS OF REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$50,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refinance the 2008 Series B Bonds in whole or in part.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Los Rios Community College District (Sacramento County, California) 2024 Refunding General Obligation Bonds, Series B."

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2008 Series B Bonds plus the principal amount of the Refunded 2008 Series B Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Municipal Advisor

or the Underwriter that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds shall be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and the Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) shall be payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which shall be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the

preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Refunding Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this Section relating to the payment of the Refunding Bonds shall be subject in all respects to the provisions of Section 2.09 so long as the Refunding Bonds are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption. If and as determined upon the sale of the Refunding Bonds, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as determined upon the sale of the Refunding Bonds, any maturity of Refunding Bonds shall be designated as Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years as determined upon the sale of the Refunding Bonds, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection (b) will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual Refunding Bonds of \$5,000 denominations, which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days before the date fixed for redemption, to the Municipal Securities Rulemaking Board and the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice shall not be a condition precedent to such redemption and failure to give or to receive any such

notice shall not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to each of the Securities Depositories.

Such notice shall (i) state the redemption date and the redemption price, (ii) if less than all of the then Outstanding Refunding Bonds are to be called for redemption, designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, (iii) require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the applicable redemption price, and (iv) state that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Refunding Bonds so called for redemption have been duly provided, such Refunding Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all of the Refunding Bonds, and submit a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary to the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds may be made (a) 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchanges of Refunding Bonds shall be required to be made (a) during the 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption, or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to

be registered or transferred, on such books, Refunding Bonds as herein before provided.

Section 2.09. Book-Entry System. Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter relating to the Refunding Bonds.

Section 2.10. Refunding Bonds Mutilated, Lost, Destroyed or Stolen.

If any Refunding Bond is mutilated the District, at the expense of the Owner of such Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section in lieu of any Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Refunding Bonds issued under this Resolution.

Notwithstanding any other provision of this Section, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds. Pursuant to Section 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to an underwriting firm, investment banking firm or other financial institution which is designated by the Chancellor to serve as the Underwriter, based upon proposals received by the District and upon consultation with the Municipal Advisor. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.50% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Refunding Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53583(c) of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Refunding Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Refunding Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

Notwithstanding anything herein to the contrary, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Approval of Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in the form on file with the Clerk of the Board, which shall be utilized in connection with the sale of the Refunding Bonds under Section 3.01. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement by the Underwriter to prospective purchasers of the Refunding Bonds is hereby approved. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

Section 3.03. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be applied on the Closing Date as follows:

- (a) An amount required to pay the estimated Costs of Issuance shall be transferred to U.S. Bank Trust Company, National Association, to be held and administered in accordance with the agreement which is approved under Section 3.05.
- (b) The remainder of such proceeds shall be transferred to the Escrow Agent to be applied to refund and discharge all of the Refunded 2008 Series B Bonds on the Closing Date in accordance with the Escrow Agreement.

Section 3.04. Refunding of Prior Bonds; Approval of Escrow Agreement. The Refunded 2008 Series B Bonds shall be refunded in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved shall conclusively evidence of the approval of any such changes or modifications. The Board hereby authorizes a District Representative to execute and deliver the final form of the Escrow Agreement in the name and on behalf of the District.

Section 3.05. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank Trust Company, National Association, in the form on file with the Clerk of the Board. As provided in such agreement, a portion of the proceeds of the Refunding Bonds shall be deposited thereunder, to be applied for the payment of Costs of Issuance upon requisitions submitted by a

District Representative in accordance with such agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Costs of Issuance Custodian Agreement in the name and on behalf of the District.

Section 3.06. Bond Insurance. If the District is advised by the Municipal Advisor and the Underwriter that it is in the best financial interests of the District to obtain a municipal bond insurance policy insuring the payment of debt service on the Refunding Bonds, a District Representative is authorized to apply for such insurance and to take all actions and execute all documents and certifications relating thereto.

Section 3.07. Professional Services. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Dale Scott & Company Inc. has previously been engaged to act as the Municipal Advisor, in connection with the issuance and sale of general obligation bonds of the District, including the Refunding Bonds. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.08. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds shall be a general obligation of the District payable from the levy of *ad valorem* taxes upon all property within the District which are subject to taxation by the District, without limitation as to rate or amount. The District hereby directs the County to levy, and hereby directs all other counties whose jurisdiction includes properties within the District to levy, on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the Director of Finance and placed in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the Director of Finance to establish, hold and maintain while the Refunding Bonds are Outstanding an interest and sinking fund for the Refunding Bonds (the "Debt Service Fund"), which shall be maintained by the Director of Finance as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of any taxes levied under Section 4.01.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Upon the written request of the District filed with the County, amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest on the Refunding Bonds when due.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on

the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the Director of Finance.

Section 4.04. Investments. All moneys held in any of the funds or accounts established with the Director of Finance hereunder shall be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment without regard to the maximum percentage limitations per asset class for investments \$500,000 or less. Authorized Investments purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District shall punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding Bonds and of this Resolution, and shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Refunding Bonds. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District shall preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that the Refunding Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Refunding Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section apply to those Refunding Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Neither the County nor the Paying Agent has any duty to monitor the compliance by the District with any of the covenants contained in this Section.

Section 5.05. Continuing Disclosure. The District hereby approves the Continuing Disclosure Certificate in substantially the form attached as an appendix to the Preliminary Official Statement for the Refunding Bonds, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes or modifications. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be

necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District shall comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent; Approval of Paying Agent Agreement. The Director of Finance is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the form of a Paying Agent Agreement between the District and the County in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Paying Agent Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Paying Agent Agreement, the provisions of the Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any

supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Refunding Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

SECTION 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after such date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) provide to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners

may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or an attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, (a) the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds; (b) the Board of Supervisors' sole responsibilities hereunder are to levy a tax for the repayment of the Refunding Bonds, as provided in Section 15250 of the Education Code, and (i) the County, the Board of Supervisors and any officer, official, agent or employee of the County, shall have no obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in Section 15250 of the Education Code; (ii) the Refunding Bonds, including interest thereon, are payable solely from taxes levied by the Board of Supervisors under Section 15250 of the Education Code; and (iii) the County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution.

The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this

Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Refunding Bonds, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees.

The District further agrees to indemnify, defend and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not due to its or their negligence or bad faith.

Section 9.06. Destruction of Canceled Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED as Los Rios Community College District Resolution No. 2024-08 this tenth day of July 2024, by the following called vote:

AYES:	NAYES:	ABSENT:
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Pamela Haynes, Board President

Attest:

Brian King
Chancellor and Secretary to the Board

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____ \$ _____

LOS RIOS COMMUNITY COLLEGE DISTRICT (Sacramento County, California)

2024 REFUNDING GENERAL OBLIGATION BOND, SERIES B

INTEREST RATE: Maturity Date: ISSUE DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Los Rios COMMUNITY COLLEGE DISTRICT (the "District"), located in Sacramento County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 1, 20__, in which event it shall bear interest from the Issue Date stated above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially the Director of Finance of the County of Sacramento. Interest hereon is payable on each Interest Payment Date to the Registered Owner of this

Bond at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent before any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a resolution of the Board of Trustees of the District adopted on July 10, 2024 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[if applicable:] The Bonds maturing on and before August 1, 20_____, are not subject to optional redemption before their respective stated maturities. The Bonds maturing on and after August 1, 20_____, are subject to redemption at the option of the District on August 1, 20_____, and on any date thereafter, at a redemption

price equal to ____ % of the principal amount thereof to be redeemed together with interest accruing thereon to the redemption date, without premium.

[*if applicable:*] The Bonds maturing on August 1 in each of the years _____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced as designated in written notice filed by the District with the Paying Agent.

**Mandatory Sinking Fund Redemption of
Bonds Maturing on August 1, _____**

Mandatory Sinking Fund Redemption Date <u>(August 1)</u>	Principal Amount <u>To be Redeemed</u>
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The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to such date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owner of the Bonds, to the Municipal Securities Rulemaking Board and to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, before the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of

selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Los Rios Community College District has caused this Bond to be executed by the facsimile signature of the President of its

Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, all as of the date stated above.

**LOS RIOS COMMUNITY COLLEGE
DISTRICT**

By _____
Pamela Haynes, President
Board of Trustees

Attest:

Brian King
Chancellor and Secretary to the
Board

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**DIRECTOR OF FINANCE OF THE
COUNTY OF SACRAMENTO,
*as Paying Agent***

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

**REQUIRED DISCLOSURES PURSUANT TO
GOVERNMENT CODE SECTION 5852.1**

1. True Interest Cost of the Refunding Bonds (Estimated): 3.75%.
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$395,330. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$260,000 together with estimated Underwriter's compensation in the amount of approximately \$135,330.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$46,092,901.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$50,231,496.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding the principal amount of the Refunding Bonds to be sole and the interest rates available in the bond market at the time of pricing the Refunding Bonds.*