

# LOS RIOS COMMUNITY COLLEGE DISTRICT



## BOARD MEETING AGENDA

Wednesday, January 8, 2014

5:30 pm

### 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. A yellow "Speaker's Card" must be submitted to the clerk of the board and comments are limited to three (3) minutes.*

### 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: December 4 and 11, 2013	Brian King
B. Resolution No. 2014-01: Board Absences	JP Sherry
C. Board Policy Revisions: Retirement Benefits (P-9414)	JP Sherry
D. 2014-15 Nonresident Tuition and Student Capital Outlay Fees	Jon Sharpe
E. Ratify: Grants and Contracts Awarded	Beverly A. Sandeen
F. Ratify: Bid Transactions	Jon Sharpe
G. Disposition of Surplus Equipment	Jon Sharpe
H. Purchase Orders, Warrants, Checks and Wires	Jon Sharpe
I. Regular Human Resources Transactions: Appointments, Assignments, and Separations	Jon Sharpe

### 4. ACTION

A. CCCT Board of Directors Election - 2014	Brian King
B. Big Horn Boulevard Property Development Consultant	Jon Sharpe

### 5. COLLECTIVE BARGAINING

A. Public Hearing: 2014-2017 Initial Collective Bargaining Proposals for LRCFT and LRCCD	Jon Sharpe
B. Public Hearing: 2014-2017 Initial Collective Bargaining Proposals for LRCCD & SEIU	Jon Sharpe
C. Public Hearing: 2014-2017 Initial Collective Bargaining Proposal for LRCCD to LRCEA	Jon Sharpe
D. 2014-2017 Initial Collective Bargaining Proposal - LRCEA to LRCCD	Jon Sharpe

<b>6. INFORMATION</b>	
A. 2013-14 Program Development Funds	Jon Sharpe
B. Other Post-Employment Benefits (Retiree Health) Update	Jon Sharpe
C. AACC/ACCT Federal Legislative Priorities	JP Sherry
D. Update on LRCCD Enrollment Campaign	Brian King

**7. BOARD MEMBER REPORTS**

**8. FUTURE AGENDA ITEMS**

- 9. REPORTS and COMMENTS**
- Student Association
  - Classified Senate
  - Academic Senate
  - Other Recognized Constituencies
  - Chancellor’s Report

**10. ADJOURNMENT**

<b>LOS RIOS BOARD OF TRUSTEES</b>			
<b>Robert Jones</b> President ▪ Area 2	<b>Dustin Johnson</b> Vice President ▪ Area 1	<b>Terry Cochran</b> ▪ Area 3 <b>Pamela Haynes</b> ▪ Area 5 <b>Ruth Scribner</b> ▪ Area 4	<b>Deborah Ortiz</b> ▪ Area 6 <b>Kay Albiani</b> ▪ Area 7 <b>Ricardo Lemus</b> ▪ Student Trustee
Meetings are held every second Wednesday of the month at 5:30 pm ▪ <i>Note:</i> Meeting times and locations are subject to change. For current information, call the District Office at (916) 568-3021.			
February 12, 2014	Regular Board Meeting ▪ Location: Folsom Lake College		
March 12, 2014	Regular Board Meeting ▪ Location: District Office		
Public records provided to the Board for the items listed on the open session portion of this agenda are available at the District Office located at 1919 Spanos Court, Sacramento, CA, during normal business hours. The Board agenda is posted on the District’s website: <a href="http://www.losrios.edu">www.losrios.edu</a>			
<b>Help Us Help You</b>			
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 (568-3021) 48 hours in advance will enable the District to make arrangements to ensure meeting accessibility. When you arrive, please contact a staff member if you need assistance (Pursuant to Govt Code § 54954.2).			

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PRESENTED TO BOARD OF TRUSTEES**

**DATE:** January 8, 2014

<b>SUBJECT:</b>	Board Meeting Minutes: December 4 and 11, 2013	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Brian King <i>Brian King</i>	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King <i>Brian King</i>	ACTION	
		INFORMATION	

**STATUS**

The minutes of the Board of Trustees meetings held on December 4 and 11, 2013 are attached for Board review and consideration.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the minutes of the meetings held on December 4 and 11, 2013.



**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Special Board Workshop Minutes**  
**Wednesday, December 4, 2013**

## **1. CALL TO ORDER**

The board workshop was called to order by President Haynes at 5:30 p.m., in the Main Conference Room, 1919 Spanos Court, Sacramento, California.

***Present:***

Ms. Pamela Haynes, President  
Mr. Robert Jones, Vice President  
Mr. Terry Cochran  
Mr. Dustin Johnson  
Ms. Deborah Ortiz  
Ms. Ruth Scribner

Mr. Ricardo Lemus, Student Trustee

Dr. Brian King, Chancellor

***Absent:***

Ms. Kay Albiani

## **2. ORAL COMMUNICATIONS**

Monica Souza, Classified Senate President for Sacramento City College, addressed the Board regarding the classified professional development component of the Commission on the Future report.

## **3. MEETING: COMMISSION ON THE FUTURE REPORT**

The Board of Trustees engaged in discussion regarding three key topics currently impacting California community colleges:

1. Proposed legislation regarding the expansion of dual credit/concurrent enrollment.
2. Proposed legislation on Community College Baccalaureate Degrees.
3. Closing the Achievement Gap.

#### **4. ADJOURNMENT**

*A motion was made by Ms. Ortiz, seconded by Mr. Johnson, that the meeting be adjourned.*

*Motion carried; 6:0*

President Haynes adjourned the meeting at 8:00 p.m.

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#### **BRIAN KING**

Chancellor and Secretary to the Board of Trustees

*Draft Minutes presented to the Board of Trustees: January 8, 2014*

*jd*



**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Board Meeting Minutes**  
**Wednesday, December 11, 2013**

**1. CALL TO ORDER**

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

***Present:***

Ms. Pamela Haynes, President  
Mr. Robert Jones, Vice President  
Ms. Kay Albiani  
Mr. Terry Cochran (*via teleconference*)  
Mr. Dustin Johnson  
Ms. Deborah Ortiz  
Ms. Ruth Scribner

Mr. Ricardo Lemus, Student Trustee

Dr. Brian King, Chancellor

**2. ORAL COMMUNICATIONS**

Kenneth Hinton, Student Senate President at American River College, addressed the Board regarding the printing of board agenda materials.

Representatives from PG&E presented a simulated utility incentive check in the amount of \$391,380.40 to the Board of Trustees for the District's participation in the Smart Grid project.

**3. SPECIAL ORDER OF BUSINESS: ANNUAL ORGANIZATIONAL MEETING**

A. *Election of Officers*

*A motion was made by Ms. Albiani, seconded by Ms. Haynes, that the Board of Trustees elect Robert Jones as Board President.*

***Roll Call Vote:***

***Aye: Albiani, Cochran, Haynes, Johnson, Ortiz, Scribner***

***No: None***

***Abstain: Jones***

***Motion carried; 6:0***

*A motion was made by Ms. Ortiz, seconded by Ms. Haynes, that the Board of Trustees elect Dustin Johnson as Board Vice President.*

**Roll Call Vote:**

**Aye:** Albiani, Cochran, Haynes, Jones, Ortiz, Scribner

**No:** None

**Abstain:** Johnson

**Motion carried; 6:0**

*A motion was made by Ms. Albiani, seconded by Ms. Haynes, that the Board of Trustees elect the Chancellor as Board Secretary.*

**Roll Call Vote:**

**Aye:** Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner

**No:** None

**Motion carried; 7:0**

B. 2014 Dates of Regular Board Meetings

*A motion was made by Mr. Johnson, seconded by Ms. Scribner, that the Board of Trustees schedule the regular meetings for the second Wednesday of the month (unless otherwise noted) at 5:30 p.m., and the spring and fall retreats as noted, and approve the 2014 board meeting calendar.*

**Roll Call Vote:**

**Aye:** Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner

**No:** None

**Motion carried; 7:0**

C. Authorization to Attend Meetings

*A motion was made by Ms. Scribner, seconded by Ms. Albiani, that the Board of Trustees reaffirm Board Policy P-3221 authorizing Board members to conduct District business and to attend meetings and conferences as representatives of the District when performing services on behalf of the Board.*

**Roll Call Vote:**

**Aye:** Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner

**No:** None

**Motion carried; 7:0**

D. Reaffirm District Policies

*A motion was made by Ms. Scribner, seconded by Mr. Johnson, that the Board of Trustees reaffirm all current District policies (1000-9000) as adopted by the Board of Trustees.*

**Roll Call Vote:**

*Aye: Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

*No: None*

*Motion carried; 7:0*

E. Representation to Education Associations

*A motion was made by Ms. Ortiz, seconded by Mr. Johnson, that the Board of Trustees make the following appointments to various offices, associations, and committees:*

ACTIVITY/ASSOCIATION	CURRENT REPRESENTATIVES
American Association of Community Colleges (AACC)	Mr. Johnson
Association of Community College Trustees (ACCT)	Mr. Cochran; Ms. Ortiz
California Community College Trustees (CCCT)	Ms. Haynes
Community College League of California	Ms. Ortiz
Los Rios Foundation	Ms. Haynes; Ms. Albiani
Yolo County School Boards Association (YCSBA)	Ms. Scribner Alternate: Dustin Johnson

**4. CONSENT CONSIDERATIONS**

*A motion was made by Ms. Ortiz, seconded by Mr. Johnson, that the Board of Trustees approve Consent Consideration items A through M.*

**Roll Call Vote:**

*Aye: Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

*No: None*

*Motion carried; 7:0*

A. Board Meeting Minutes: November 13, 2013

*That the Board of Trustees approve the minutes of the meeting held on November 13, 2013.*

B. 2015-2016 Academic Calendar/Summer Session 2015

*That the Board of Trustees approve the academic calendar for 2015-2016 as proposed.*



C. Curriculum Proposals: ARC/CRC/FLC/SCC

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

D. Community College Pathway to Law School Initiative

***That the Board of Trustees endorse Sacramento City College's submission of a Letter of Interest and application for participation in the 2+2+3 Community College Pathway to Law School Initiative.***

E. Board Policy Revisions: Student Trustee (P-3122)

***That the Board of Trustees approve the proposed revisions to Policy 3122 - Student Trustee.***

F. Disposition of Stale Dated Records

***That the Board of Trustees approve the destruction of the documents listed in the December agenda packet.***

G. Surplus Equipment Disposal - Theater Phone Booth Prop

***That the Board of Trustees authorize the disposal of the theater item at public auction, per Education Code section 81452(a), by the Chancellor/designee.***

H. Ratify: Grants and Contracts Awarded

***That the Board of Trustees ratify the grant and contract awards listed herein, pursuant to Board Policy 8315:***

<b>Title, Description, Term, Project Administrator</b>	<b>College/Unit</b>	<b>Amount</b>	<b>Source</b>
CA Early Childhood Mentor Program <ul style="list-style-type: none"> <li>• Renewal funds to provide stipends and professional development support to aspiring ECE teachers or administrators.</li> <li>• 8/1/2013 through 7/31/2014</li> <li>• Administrator: Steven Boyd, Dean, Health and Education</li> </ul>	ARC	\$650	Chabot-Las Positas CCD
CA Early Childhood Mentor Program <ul style="list-style-type: none"> <li>• Renewal funds to provide stipends and professional development support to aspiring ECE teachers or administrators.</li> <li>• 8/1/2013 through 7/31/2014</li> <li>• Administrator: Lance Parks, Interim Dean, Business and Family Science</li> </ul>	CRC	\$14,352	Chabot-Las Positas CCD
CA Early Childhood Mentor Program <ul style="list-style-type: none"> <li>• Renewal funds to provide stipends and professional development support to aspiring ECE teachers or administrators.</li> <li>• 8/1/2013 through 7/31/2014</li> <li>• Administrator: Monica Pactol, Dean, Instruction</li> </ul>	FLC	\$650	Chabot-Las Positas CCD

Child Development Training Consortium – Campus Coordinator and Instructional Agreement (renewal) <ul style="list-style-type: none"> <li>Funds to support coordination of and instruction in the Child Development Training Program.</li> <li>9/1/2013 through 6/30/2014</li> <li>Administrator: Steven Boyd, Dean, Health and Education</li> </ul>	ARC	\$28,900	Yosemite CCD
Curriculum Alignment Project – Faculty Director (renewal) <ul style="list-style-type: none"> <li>Renewal to serve as a director for the Child Development Training Consortium Curriculum Alignment Program</li> <li>8/15/2013 through 6/1/2014</li> <li>Administrator: Steven Boyd, Dean, Health and Education</li> </ul>	ARC	\$39,000	Yosemite CCD
Youth Empowerment Strategies for Success (YESS) Independent Living Program <ul style="list-style-type: none"> <li>Renewal to provide mentoring, tutoring, and life-skills training to transitioning foster youth.</li> <li>7/1/2013 through 6/30/2014</li> <li>Administrator: Steven Boyd, Dean, Health and Education</li> </ul>	ARC	\$22,500	Foundation for CA Community Colleges
CTE Transitions <ul style="list-style-type: none"> <li>Funds to support activities to help CTE students’ transition from secondary to postsecondary education and work.</li> <li>7/1/2013 through 6/1/2013</li> <li>Administrator: Jerome Countee, Assoc. Vice President, Workforce Development</li> </ul>	ARC	\$176,100	CCCCO
Deputy Sector Navigator Grant – Global Trade and Logistics <ul style="list-style-type: none"> <li>Funds to provide key talent for the region who will facilitate community college and industry partnerships that support the development of global trade/logistics training programs.</li> <li>7/7/2013 through 6/30/2014</li> <li>Administrator: Walter DiMantova, Director, Workforce and Economic Development</li> </ul>	WED*	\$300,000	CCCCO

\*Corrected from ARC subsequent to the meeting.

*I. Ratify: New Contracts and Renewals*

***That the Board of Trustees ratify the service and professional service agreements listed herein, pursuant to Board Policy 8315.***

CONTRACTS					
Description	Agreement Amount	Initial (I) Renewal (R)	Valid Dates	Consultant/ Contractor	Department Sponsor
CRC Infrastructure Architectural Fees	\$148,000.00	I	10/28/13 – 10/27/14	Wood Rodgers, Inc.	Facilities Management
FLC Rancho Cordova Center Commissioning Services	\$32,560.00	I	9/26/13 – 10/30/15	Enovity, Inc.	Facilities Management
FLC PE Addition Inspection Services	\$80,000.00	I	6/20/12 – 05/31/14	Jaime Derrick Inspection	Facilities Management
Lease Extension for Rockingham Plaza	\$13,000.00/mo +NNN \$3,004.00/mo	R	1/01/15 – 09/30/15	Heritage House Exchange, LLC	General Services

*J. Disposition of Surplus Equipment*

***Pursuant to Education Code § 81452, that the Board of Trustees approve the disposition of the following surplus equipment which are valued at \$5,000 or less: 1 analyzer; 1 audio player; 2 binding machines; 5 cabinets; 19 carts; 38 chairs; 1 chiller;***

**203 computers; 2 copiers; 5 desks; 1 dishwasher; 1 fax machine; 5 hall trees; 2 headboards; 3 keyboards; 4 laptops; 76 monitors; 1 paper cutter; 8 power supplies; 21 printers; 5 projectors; 1 refrigerator; 1 router; 2 scanners; 25 switches; 5 tables; 2 tablets; 3 telephones; 4 televisions; 1 transceiver; 1 typewriter; 1 video player; and 1 water bath.**

K. Purchase Orders, Warrants and Checks

**That the Board of Trustees approve the numbered purchase orders, warrants and checks issued during the period of October 16, 2013 through November 15, 2013.**

PURCHASE ORDERS		
General Fund	0001073803-0001074181 B114650-B114667	\$ 1,303,580.02
Capital Outlay Fund	0003015271-0003015323	
Child Development Fund	-	
Self-Insurance Fund	0009000306-0009000307	
WARRANTS		
General Fund	688016-690881	\$ 12,274,526.29
General Fund-ARC Instructional Related	003292-003411	
General Fund-CRC Instructional Related	021116-021155	
General Fund-FLC Instructional Related	030364-030373	
General Fund-SCC Instructional Related	042568-042688	
Capital Outlay Fund	827911-828013	
Child Development Fund	953865-953887	
Self-Insurance Fund	976146-976153	
Payroll Warrants	201145-203196	\$ 19,183,545.08
Payroll-Direct Deposit	649632-653669	
November Leave Process	203197-204879	
Payroll Vendor Warrants	55268-55441	
CHECKS		
Financial Aid Disbursements	1954311-1975479	\$ 20,904,889.90
Clearing Checks	2411-2432	\$ 10,714.47
Parking Checks	2795-2803	\$ 419.00
Bookstore Fund – ARC	27447-27862	\$ 625,792.14
Bookstore Fund – CRC	025033-025095	
Bookstore Fund – FLC	8132-8200	
Bookstore Fund – SCC	046066-046185	
Student Clubs Agency Fund – ARC	4099-4129	\$ 75,031.64
Student Clubs Agency Fund – CRC	3120-3144	
Student Clubs Agency Fund – FLC	1650-1666	
Student Clubs Agency Fund – SCC	2637-2655	
Foundation – ARC	3704-3716	\$ 67,830.64
Foundation – CRC	1650-1658	
Foundation – FLC	0692-0706	
Foundation – SCC	2684-2699	
Foundation – DO	0495-0496	
Associated Students Trust Fund – ARC	0620-0621	\$ 3,975.05
Associated Students Trust Fund – CRC	0547-0556	
Associated Students Trust Fund – FLC	0446-0459	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	1572-1608 Manual Checks 9096-9097 USI Check System 2000-2026	\$ 398,909.40

WIRES		
Board of Equalization	-	\$ 4,449.00
PARS	-	\$ 47,771.96
Vendors	-	\$ 18,150.02

L. Short-Term Temporary Employees

*That the Board of Trustees approve the districtwide anticipated short-term temporary employee classifications as listed in the December agenda board packet, authorizing employment of short-term employees for the period January 1, 2014 to June 30, 2014. The Human Resources department will place the names of the short-term temporary employee hires on the subsequent board agendas.*

M. Regular Human Resources Transactions

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

## 5. FIRST READING

A. Board Policy Revisions: Retirement Benefits (P-9414)

Proposed revisions to Board Policy 9414 – Retirement Benefits were presented to the Board of Trustees as First Reading for review and discussion.

## 6. COLLECTIVE BARGAINING

A. 2014-2017 Initial Collective Bargaining Proposals ~ LRCCD & LRCFT

*A motion was made by Ms. Albiani, seconded by Ms. Haynes, that the Board of Trustees schedule a public hearing on January 8, 2014 to allow public input regarding the initial collective bargaining proposals submitted by the District and the Los Rios College Federation of Teachers.*

**Roll Call Vote:**

**Aye: Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner**

**No: None**

**Motion carried; 7:0**

B. 2014-2017 Initial Collective Bargaining Proposals ~ LRCCD & SEIU

*A motion was made by Ms. Haynes, seconded by Ms. Albiani, that the Board of Trustees schedule a public hearing on January 8, 2014 to allow public input regarding the initial collective bargaining proposals submitted by the District and the Service Employees International Union.*

**Roll Call Vote:**

**Aye:** *Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

**No:** *None*

**Motion carried;** 7:0

C. 2014-2017 Initial Collective Bargaining Proposals ~ LRCCD & LRCEA

*A motion was made by Mr. Johnson, seconded by Ms. Haynes, that the Board of Trustees schedule a public hearing on January 8, 2014 to allow public input regarding the initial collective bargaining proposals submitted by the District.*

**Roll Call Vote:**

**Aye:** *Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

**No:** *None*

**Motion carried;** 7:0

**7. ACTION**

A. 2012-13 District Audit Report

*A motion was made by Ms. Scribner, seconded by Mr. Johnson, that the Board of Trustees receive the audited financial statements for the 2012-13 year.*

**Roll Call Vote:**

**Aye:** *Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

**No:** *None*

**Motion carried;** 7:0

B. Resolution No. 2013-11C: Sale of the Poppy Ridge Parcel Pursuant to Education Code Section 81365

*A motion was made by Ms. Scribner, seconded by Ms. Haynes, that the Board of Trustees approve Resolution No. 2013-11C to approve the sale of the Poppy Ridge Parcel to Cresleigh Homes Corporation and that the Board of Trustees authorize the Chancellor, or Designee, to prepare the appropriate document(s) and take all necessary steps to consummate the sale of the Poppy Ridge Parcel as outlined in the Bid Documents, including the execution of a deed and the delivery of it upon performance and compliance by the purchaser of all the terms or conditions of the contract to be performed concurrently therewith.*

**Roll Call Vote:**

**Aye:** *Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner*

**No:** *None*

**Motion carried;** 7:0

C. Contract Award: FLC El Dorado Center Student Services Expansion

*A motion was made by Albiani, seconded by Mr. Johnson, that the Board of Trustees award the contract for Bid #14009 to D.G. Granade, Inc. for the base bid and one (1) alternate, for a total contract amount of \$1,573,300.00.*

**Roll Call Vote:**

**Aye: Albiani, Cochran, Haynes, Johnson, Jones, Ortiz, Scribner**

**No: None**

**Motion carried; 7:0**

## **8. BOARD MEMBER REPORTS**

Mr. Lemus reported that the students are preparing their position paper for Lobby Day.

Ms. Haynes thanked everyone who participated in the board workshop, and reported on her recent visit to the West Sacramento Early College Prep School.

Ms. Scribner served as a guest lecturer in a Library Tech course at Sacramento City College.

Ms. Ortiz participated in the Community College League of California's Convention and mentioned a couple of the key topics, including student success.

## **9. FUTURE AGENDA ITEMS**

No future agenda items were discussed.

## **10. REPORTS AND COMMENTS**

The following constituency representatives also presented reports to the Board:

- Kenneth Hinton, President, American River College Student Senate
- Rochelle Franco, President, Folsom Lake College Classified Senate
- Kale Braden, President, District Academic Senate
- Dean Murakmi, President, LRCFT

Chancellor's Report:

ARC: American River College's athletics teams have enjoyed a remarkable fall season. The men's cross-country team won its third straight state title and fourth since 2005. The Beavers also claimed their third straight individual state champion, Luis Luna. The women's volleyball team qualified for the state championships as one of the top 4 teams in California after a perfect league season and success in the NorCal playoffs, winning 19 consecutive games in the process. The football team qualified for the postseason Bothman Bulldog Bowl following an 8-2 season. The women's water polo team won the NorCal Championship after going undefeated in NorCal play, advancing to the state Final Four tournament. The women's cross-country team also

competed in the state tournament. In addition, the men's soccer and men's water polo teams both qualified for the NorCal regional playoffs.

CRC: Cosumnes River College alumnus Marius Lordache is now studying at UC Davis, where he is completing his degree in International Studies (Peace & Conflict Resolution Studies). This quarter, Marius enrolled in the University of California's Washington, D.C., program and interned for the Commission on Security & Cooperation in Europe. He is the first student from a West Coast school to earn this opportunity in at least seven years. While in Washington, and in relation to his work with the Commission, Marius was able to interview with the U.S. State Department. Last week, Marius was informed that upon completion of his studies next March, he will be starting a job in the Foreign Relations Section of the State Department on two desks: Eastern Europe and Latin America. Marius is also president of the CRC Global Studies Alumni Chapter.

FLC: The Folsom Lake College women's soccer team continued to rack up awards in its inaugural season. The Bay Valley Conference named its 2013 Women's Soccer All-Conference teams as well as Players and Coaches of the Year. Ten members of the Folsom Lake College Falcons were honored, including Most Valuable Player Samantha Madsen and Coach of the Year Donny Ribaud. Following a 2nd round state playoff loss to Community College of San Francisco, the Falcons finished the season with a 19-1-3 record. Congratulations to the team on their incredible first season!

SCC: Two Sacramento City College English instructors—Jeff Knorr (also currently the city and county poet laureate) and Bob Stanley (a past poet laureate)—were recently named among the “Best Local Poets” in Sacramento by the local CBS affiliate. Knorr's work is described as “deeply emotional, with a running theme of family, relationships and the ultimate connection of mankind and nature.” Stanley's work, “City of Many Rivers,” is described as a “loving ode to the region,” and his 2012 anthology, “Late Peaches,” features more than 100 poets from the capital city.

Chancellor King announced the following retirements:

Retirement			Years of Service
James Brown	Electronics Professor	ARC	32
Sharon Terry	Public Relations Technician	SCC	26+
Charlotte Humphries	Admissions/Records Evaluator/Degree Auditor	SCC	24+
Judith Roller	Reading Professor	ARC	24
Cornelia Ferrara	Librarian	ARC	23
Marlene Watson	Account Clerk III	SCC	16+

## **11. ADJOURNMENT**

*A motion was made by Ms. Haynes, seconded by Mr. Johnson, that the meeting be adjourned in honor of Nelson Mandela.*

*Motion carried; 7:0*

President Jones adjourned the meeting at 7:23 p.m.

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### **BRIAN KING**

Chancellor and Secretary to the Board of Trustees

*Draft Minutes presented to the Board of Trustees: January 8, 2014*

*jd*



# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Resolution № 2014-01: Board Absences	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Brian King <i>Brian King</i>	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King <i>Brian King</i>	ACTION	
		INFORMATION	

**STATUS:**

Pursuant to the Education Code section 72024, district policy provides that a board member will be paid for any meeting when absent if the Board adopts a resolution that at the time of the meeting the Board member was performing other services for the Los Rios Community College District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt the attached Resolution № 2014-01 which specifies that trustees be compensated for absences as indicated.



# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

№ 2014-01

### ABSENCES

**WHEREAS**, Education Code § 72024 governs payments of compensation to trustees, and

**WHEREAS**, that section provides that trustees shall be compensated for board meetings not attended when excused for one of the specified reasons by formal resolution of the board, and

**WHEREAS**, the Board desires to excuse certain absences: Now, therefore,

**BE IT RESOLVED** that the trustee(s) listed below shall be compensated for absence(s) as indicated:

DATE	NAME	REASON FOR ABSENCE
August 14, 2013	Dustin Johnson	A hardship deemed acceptable by the Board

**PASSED AND ADOPTED** as Los Rios Community College District Resolution № 2014-01 this 8th day of January, 2014, by the following called vote:

AYES	NOES	ABSENT
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\_\_\_\_\_  
Robert Jones, Board President


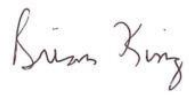
*Attest.*

\_\_\_\_\_  
Brian King  
Chancellor and Secretary to the Board

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Board Policy Revisions: Retirement Benefits (P-9414)	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	JP Sherry 	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	
		INFORMATION	

**BACKGROUND:**

In the past, Los Rios management and confidential employees were eligible for post-retirement health benefits after ten years of service, while other employees of the District were eligible for this benefit after fifteen years of service.

**STATUS:**

The Pension Reform Act of 2013, amended by SB13, provides that any management or confidential employee hired after January 2013 may not have a shorter retirement benefits vesting schedule than other employees. Thus, the proposed policy changes the vesting time frame for managers and confidential employees hired after January 2013 to fifteen years of vesting for the benefit. All of the ten or so employees affected by this change have been contacted.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the proposed revisions to Policy 9414 – Retirement Benefits.

[Policy - 9000 Management and Confidential Personnel](#) || [Table of Contents](#) || [Back](#) || [Next](#)

1.0 Retirement from District Service

1.1 Employees retiring from [the Los Rios Community College](#) District service shall receive all legal entitlements provided under the State Teachers' Retirement System or the Public Employees' Retirement System and Old Age, Survivors, Disability Insurance (Social Security).

2.0 District Benefits

2.1 District health premium contributions for eligible identified District retired employees shall be provided as approved by the Governing Board. Eligible retirees fall under two ~~district~~ categories, as stated below:

2.1.1 District retirees who were granted contributory status on June 11, 1980 by the [Governing Los Rios Community College Board of Trustees](#) who met all of the following conditions:

2.1.1.1 Retired between the years 1969 through June 30, 1978 and

2.1.1.2 Had remained on the District recognized health plan and

2.1.1.3 Had served the District for a minimum three (3) years and

2.1.1.4 Were drawing benefits from STRS - PERS retirement system on June 11, 1980.

2.1.2 District retirees who retired since July 1, 1978 who were eligible for District health insurance contribution in effect upon retirement shall be eligible for retirement benefits per this [District Policy](#).

3.0 Effective Date of District Contribution

3.1 Effective July 1, 2013, the District contribution for eligible retirees shall be established at \$225.00 per month. The contribution is provided for the ~~D~~istrict retiree only.

3.2 Should the District monthly contribution exceed the monthly District health plan premiums for retirees, such excess contribution shall be available to retiree for payment of Medicare Part A, B and D premium costs. District monthly contribution shall be limited to the total District health plan premium cost established for retirees and the Medicare Part A, B and D premium cost.

3.3 Amounts relating to District contributions for retiree health benefit plans apply to active employees who will be retiring under the provisions of the District ~~P~~olicy and practice in effect at time of retirement.

3.4 Retirees must participate continuously in the plan in order to remain in the selected ~~d~~District health plan.

3.5 The retiring employee may elect to be covered by a health plan other than a ~~d~~District health plan, and the established monthly ~~d~~District contribution level shall apply. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to reenroll in a ~~district~~[District](#) health plan.

3.6 The monthly ~~D~~istrict contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.

#### 4.0 Eligibility Requirements for District Contribution

4.1 In order to receive the District contribution, the employee must be vested in either the California State Teachers Retirement System (STRS) or the California Public Employees Retirement System (PERS) and be collecting retirement benefits from either PERS or STRS. The employee must resign his/her ~~d~~District position.

4.2 The confidential and management employee must be at least age 55 years or more at the time of retirement. The ~~D~~istrict monthly contribution shall also apply for full-time regular employees who retire between the ages of 50 and 55, if the employee was receiving disability income under the ~~D~~istrict's disability income protection plan just prior to retirement and the qualifying years of service have been met.

4.3 The confidential and management employee must also have the minimum number of years of immediate service as follows:

4.3.1 ~~The e~~Confidential and management employees hired into a confidential or management position prior to January 1, 2013 must ~~also have a~~ minimum years of immediate full-time service with the ~~d~~District as follows:

	<u>Required Full-time Service</u>
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4.3.1.1 Employed before June 30, 1984	Three prior years
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4.3.1.2 Employed between July 1, 1984 and June 30, 1990	Seven prior years
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4.3.1.3 Employed after June 30, 1990	Ten prior years
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4.3.2 Confidential and management employees hired into a confidential or management position on or after January 1, 2013 must have a minimum of fifteen years of immediate full-time service with the District.

4.4 Full-time service requirement for prior years' service may be fulfilled in any regular position of the ~~D~~istrict and the definition of full-time service or one hundred percent full-time equivalent (1.00 FTE) of that position shall apply.

#### 5.0 Changes in District Contribution

5.1 Future changes in premiums shall be recommended annually during the District's budgetary process and are subject to the District's ability to pay. Any changes in the contribution rate for retiree health insurance shall become effective the first of the month following adoption of the new rate or as determined by the Board.

Policy Adopted: 9/2/81

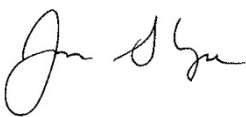
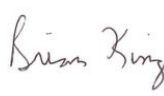
Policy Revised: 6/16/82; 1/11/89; 1/17/90; 12/12/90; 2/19/92; 2/16/94; 2/1/95; 1/24/96; 2/5/97;  
2/4/98; 12/9/98; 2/3/99; 2/2/00; 3/3/04; 11/3/04; 2/15/06; 4/16/08; 5/13/09;  
5/26/10; 6/15/11; 8/14/13

Adm. Regulation: None DRAFT: 12/03/13

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	2014-15 Nonresident Tuition and Student Capital Outlay Fees	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	
		INFORMATION	

**BACKGROUND:**

Education Codes 76140 and 76141 require governing boards to establish a nonresident tuition fee for the succeeding fiscal year no later than February 1<sup>st</sup> of each year. Since the District does not receive any State funds for the education of out-of-state and international students, the District is required to assess these students for the cost of their education.

As prescribed in statute, the governing board may choose between these six (6) specified fee calculation options:

1. Los Rios' Current Expense for Education (CEE) per unit of Full-Time Equivalent Students (FTES) for 2012-13, increased by the projected compounded factor for the increase in the U.S. Consumer Price Index (USCPI) for the current and succeeding fiscal years (two-year-period).
2. The statewide average CEE per unit of FTES (2012-13) increased by the two-year projected USCPI increase.
3. A unit rate no greater than a contiguous district's established rate.
4. A unit rate greater than the statewide average and less than the district's calculated rate. (This option is only available to districts whose calculated rate is greater than the statewide average rate.)
5. Highest statewide calculated average rate for the succeeding, current and the past four years (highest calculated rate during these six years).
6. No more than the average of the nonresident tuition fees of public community colleges in no less than 12 states that are comparable to California in cost of living.

Districts may also elect to charge a capital outlay fee to nonresident students.

The District's 2013-14 nonresident tuition is \$190 per unit and the 2013-14 capital outlay fee is \$18 per unit.

**STATUS:**

A. The calculated 2014-15 nonresident tuition rate per the six options above are:

- |                                                                                                                                                      |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. Los Rios Current Expense of Education (CEE), per unit                                                                                             | \$193 |
| 2. Statewide average CEE unit rate                                                                                                                   | \$193 |
| 3. No more than a contiguous district's established rate, or as recommended to its governing board ( <i>additional information below</i> )           | n/a   |
| 4. Any rate greater than option 2 and less than option 1                                                                                             | n/a   |
| 5. Highest of the statewide calculated average rates for last six years (2009-10 to 2014-15)                                                         | \$193 |
| 6. No more than the average of the nonresident tuition fees of public community colleges in no less than 12 comparable states (calculated by CCCCCO) | \$388 |

<u>Option 3</u>	<u>Nonresident Tuition</u>	
	Current Rate <u>(2013-14)</u>	Proposed Rate <u>(2014-15)</u>
<u>Contiguous Districts</u>		
Lake Tahoe	\$209*	TBD*
San Joaquin Delta	\$190	TBD
Sierra Joint	\$190	TBD
Solano County	\$199	TBD
Yuba	\$190	TBD

\*Semester-equivalent unit rate, converted from the actual quarterly unit rate.

Due to the early January Board meeting date, information for contiguous district rates proposed for 2014-15 is not available at this time.

Since 2003-04, the Board has adopted nonresident tuition rates higher than Los Rios CEE (option 1). However, as discussed below, due to sensitivity about overall fee costs for students, the District's adopted Capital Outlay Fee has historically been significantly lower than the calculated (maximum allowable) rate. Without the contiguous district information, the only option is \$193 (1, 2, and 5). Option 6 is not consistent with the District's interest in providing access to non-resident students to augment the diversity of our students.

B. Capital Outlay Fee:

In addition to the nonresident tuition fee, Education Code 76141 authorizes districts to charge nonresident students a *capital outlay fee* not to exceed the prior year's expenditures for capital outlay per unit of instruction.

The District's capital outlay costs have increased significantly since 2003-04 due to the funding of various construction projects by the State and the District's general obligation bonds. The calculated capital outlay fee for 2014-15 is \$66 per unit. In order to avoid potentially significant variations in the capital outlay fee from year to year due to our building program, the District has moved to setting the fee to be more consistent with prior years and inflating cost increases. Therefore, it is recommended that the current capital outlay fee of \$18 be maintained for 2014-15.



Historical data regarding nonresident tuition and international student capital outlay fee and other informational schedules are attached.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt for 2014-15, a nonresident tuition fee rate of \$193 per unit effective for the summer 2014 term. In addition, it is recommended that the Board of Trustees adopt for 2014-15, the student capital outlay fee of \$18 per unit to be assessed to all nonresident students also effective for the summer 2014 term.

**LRCCD**  
**Nonresident Tuition and Capital Outlay Fee**  
**Calculation Worksheet**  
**For Fiscal Year 2014-15**

**Nonresident Tuition Fee:**

Base Year (2012-13) Current Expense of Education (CEE)	\$287,506,193
2012-13 Annual Attendance FTES (includes resident, nonresident and apprenticeship FTES)	51,254
Base Year (2012-13) Expense of Education per FTES	\$5,609
US CPI Factor (2 years)	3.1%
Estimated Cost per FTES for FY 2014-15	\$5,783
<b>Estimated Cost per Unit for FY 2014-15 (divide by 30)</b>	<b>\$193</b>

**Options Available to District Governing Board  
To Set Nonresident Tuition Fee**
**2014-15  
Options**

Option 1. District's unit cost of education (COE)	\$193
2. Statewide average	\$193
3. No more than a contiguous district's rate	n/a
4. No less than statewide and no more than district COE	n/a
5. Highest statewide average calculated rate for succeeding, current and past four years (2009-10 to 2014-15).	\$193
6. No more than the average nonresident tuition of 12 comparable states. (Calculated by CCCCCO.)	\$388
<i>(Option 4 is only available to districts whose unit cost of education exceeds the statewide average.)</i>	

**Capital Outlay Fee:**

Total Capital Outlay Expenditures for 2012-13	\$102,065,599
2012-13 Annual Attendance FTES (includes nonresident and apprenticeship FTES)	51,254
Nonresident/International Student Cost per FTES for FY 2014-15	\$1,991

**Nonresident/International Student Charge per Unit for FY 2014-15**  
(divide by 30)

**NTE      \$66**

**CCC Districts with Significant Number of Nonresident Students  
and Districts Contiguous to Los Rios CCD  
2011-12 Attendance FTES and 2013-14 Nonresident Fees  
Sorted by 2011-12 Nonresident FTES**

District	2011-12 Total FTES	2011-12 Nonresident FTES	2013-14 Nonresident Fee	2013-14 Capital Outlay Fee	2013-14 Total Tuition excl Enroll Fees
<b><u>Districts w/Large Nonresident FTES</u></b>					
Santa Monica	25,628	4,269	\$ 239	\$ 30	\$ 269
Foothill-DeAnza **	33,675	4,076	194	23	217
Los Angeles	106,935	3,406	190	22	212
Contra Costa	30,955	2,291	198	7	205
Santa Barbara *	17,170	2,219			211
San Francisco	34,649	1,953	203	-	203
Pasadena Area	23,064	1,639	193	35	228
Coast	35,253	1,481	190	35	225
South Orange Co.	28,964	1,156	190	33	223
Peralta	19,792	1,080	213	6	219
San Diego	40,769	979	190	-	190
El Camino *	19,231	967			216
Grossmont-Cuyamaca	18,663	845	190	-	190
Mt. San Antonio	29,442	740	184	24	208
North Orange Co.	33,977	710	190	19	209
Glendale	15,673	623	190	8	198
Ohlone	8,253	555	203	15	218
<b>Los Rios</b>	<b>53,079</b>	<b>542</b>	<b>190</b>	<b>18</b>	<b>208</b>
Palomar	19,883	482	190	4	194
West Valley-Mission	16,594	475	204	31	235
Chaffey	13,883	475	183	30	213
Riverside	26,327	470	183	34	217
San Joaquin Delta	16,828	464	190	-	190
Santa Clarita	14,457	461	169	10	179
San Mateo Co.	19,958	436	208	9	217
Ventura Co.	26,874	415	190	14	204
Rancho Santiago	28,244	397	190	24	214
Citrus	11,035	397	190	38	228
Long Beach	20,085	391	190	42	232
Chabot-Las Positas *	16,603	375			243
Sonoma Co.	20,048	334	184	13	197
Desert	7,890	328	190	-	190
Mira Costa	10,852	327	190	-	190
Sierra Joint	14,840	320	190	6	196
Cerritos	17,557	319	184	22	206
State Center	26,478	315	218	17	235
West Hills	5,325	182	190	47	237
<b>Statewide</b>	<b>1,183,536</b>	<b>41,335</b>	<b>192</b>	<b>12</b>	<b>204</b>
<b><u>Contiguous Districts</u></b>					
<b>Los Rios</b>	<b>53,079</b>	<b>542</b>	<b>190</b>	<b>18</b>	<b>208</b>
San Joaquin Delta	16,828	464	190	-	190
Sierra Joint	14,840	320	190	6	196
Yuba	7,508	85	190	20	210
Solano County	8,608	74	199	-	199
Lake Tahoe **	1,941	57	209	-	209

\*Only total Nonresident Fee is known, split of Nonresident and Capital Outlay Fee is not available.

\*\*Quarter system: converted to semester-equivalent unit rates for comparability.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Attendance History of Nonresident Students**  
**(Out-of-State and International Students)**

	2004-05 FTES	2005-06 FTES	2006-07 FTES	2007-08 FTES	2008-09 FTES	2009-10 FTES	2010-11 FTES	2011-12 FTES	2012-13 FTES	2013-14 FTES
<b>Nonresident and International Enrollment</b>										
ARC	238	279	290	351	390	326	252	206	189	TBD
CRC	92	83	94	116	130	152	115	91	87	TBD
FLC	34	41	48	56	50	54	58	40	37	TBD
SCC	305	307	332	346	349	294	227	205	238	TBD
District Total	669	710	764	869	919	826	652	542	551	TBD

**Nonresident and International Tuition and Fee Levels**

Nonresident Fee, per unit	\$149	\$151	\$160	\$173	\$181	\$190	\$190	\$190	\$190	\$190
Capital Outlay Fee, per unit	\$11	\$16	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18

**Revenue Generated by Nonresident and International Tuition and Fees**



Out-of-State Tuition	\$ 1,029,674	\$ 1,164,202	\$1,284,365	\$1,426,882	\$1,479,959	\$1,501,954	\$1,200,800	\$1,309,437	\$1,229,617	TBD
Int'l Student Tuition	1,370,206	1,371,725	1,650,753	2,047,458	2,369,071	2,304,718	1,704,331	1,412,406	\$1,468,382	TBD
Capital Outlay Fee *	101,156	145,348	185,710	212,936	234,824	218,164	276,612	257,970	\$ 252,499	TBD
Total Revenue	\$ 2,501,036	\$ 2,681,275	\$ 3,120,828	\$ 3,687,276	\$ 4,083,854	\$ 4,024,836	\$ 3,181,743	\$ 2,979,813	\$ 2,950,498	TBD

\* Through 2009-10 the Capital Outlay Fee was assessed to international students only; beginning in 2010-11 out-of-state students are also assessed for this fee.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Ratify: Grants and Contracts Awarded	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item E	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Beverly Sandeen	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	
		INFORMATION	

**BACKGROUND:**

During the period of December 1, 2013 and December 31, 2013, the District received executed agreements for the following grant and contract awards:

Title, Description, Term, Project Administrator	College/Unit	Amount	Source
Child Development Training Consortium – Campus Coordinator and Instructional Agreement (renewal) <ul style="list-style-type: none"> <li>• Funds to support coordination of and instruction in the Child Development Training Program.</li> <li>• 9/1/2013 through 6/30/2014</li> <li>• Administrator: Monica Pactol, Dean, Instruction</li> </ul>	FLC	\$11,900	Yosemite CCD
Child Development Training Consortium – Campus Coordinator and Instructional Agreement (renewal) <ul style="list-style-type: none"> <li>• Funds to support coordination of and instruction in the Child Development Training Program.</li> <li>• 9/1/2013 through 6/30/2014</li> <li>• Administrator: Frank Malaret, Dean, Behavioral and Social Sciences</li> </ul>	SCC	\$20,400	Yosemite CCD
Foster and Kinship Care Education (renewal) <ul style="list-style-type: none"> <li>• Renewal to provide services to foster youth.</li> <li>• 7/1/2013 through 6/30/2014</li> <li>• Administrator: Steven Boyd, Dean, Health and Education</li> </ul>	ARC	\$219,296	Foundation for CA Community Colleges
Puente Project (renewal) <ul style="list-style-type: none"> <li>• Funds to provide academic and personal mentoring for Puente Program students.</li> <li>• 7/1/2013 through 6/30/2014</li> <li>• Administrator: Albert Garcia, Dean, Language and Literature</li> </ul>	ARC	\$1,500	Regents of the University of CA

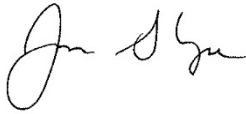

**RECOMMENDATION:**

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item F	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	
		INFORMATION	

**BACKGROUND:**

Pursuant to Board Policy 8315 the bid transactions herein listed occurred during the period of December 1 - 31, 2013.

CHANGE ORDERS					
Bid No	Description	Change Amount	Change Number	Vendor	New Contract Total
12003	CRC Elk Grove Center	\$53,993.21	7	Diede Construction, Inc.	\$9,105,316.31
12001	FLC Gymnasium Building Design-Build	\$49,154.00	4	Flintco Pacific Inc.	\$13,369,811.22

BID AWARDS					
Bid No	Description	No. of Responses	Award Date	Awarded Vendor	Contract Total
14001	CRC Stadium Landscaping	5	12/4/2013	Naturescapes, Inc.	\$180,264.00

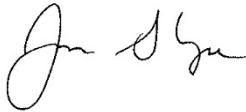

**RECOMMENDATION:**

It is recommended that the Board of Trustees ratify the bid transactions for the month of December as herein listed.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Disposition of Surplus Equipment	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item G	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 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 previously held an auction, at least annually and past auctions have generally cost more than they have netted for the District. In 1998, the District began transferring such surplus items to the State of California since the cost to store and sell such surplus items is greater than potential revenues.

**STATUS:**

The District has a quantity of surplus material, such as outdated desks and computers, which need to be disposed of. The State of California has accepted some of the surplus items but is not willing to take the entire surplus because they are unable to sell it. The District has located a scrap dealer who is willing to take most of our surplus items and recycle them.

All of the surplus items to be disposed of are either broken and/or not working, obsolete, in poor condition, or not needed for district/college operations: 2 amplifiers; 1 audio mixer; 2 audio recorders; 2 book cases; 2 cabinets; 4 carts; 23 chairs; 150 computers; 3 copiers; 2 desks; 3 fax machines; 10 keyboards; 3 laptops; 1 microphone; 61 monitors; 1 panel; 1 pottery wheel; 5 power supplies; 11 printers; 13 projectors; 1 projection screen; 8 receivers; 2 scanners; 7 science meters; 18 science test instruments; 1 speaker system; 1 sterilizer; 1 switch; 2 tables; 4 televisions; 1 transceiver; 2 transmitters; 2 typewriters; 7 umbrellas; 6 video players; and 1 woofer. These items have a value of less than \$5,000.

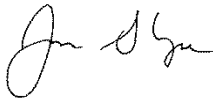

**RECOMMENDATION:**

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: January 8, 2014

<b>SUBJECT:</b>	Purchase Orders, Warrants, Checks and Wires	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item H	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Jon Sharpe 	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	
		INFORMATION	

**BACKGROUND:**

A listing of purchase orders, warrants, checks and wires issued during the period of November 16, 2013 through December 15, 2013 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 wires that are reflected on the attached schedule.

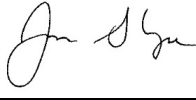
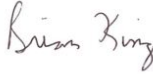


PURCHASE ORDERS		
General Fund	0001074182-0001074542 B114668-B114672	\$ 1,138,441.04
Capital Outlay Fund	0003015324-0003015402	
Child Development Fund	0006000734-0006000734	
Self-Insurance Fund	0009000308-0009000308	
WARRANTS		
General Fund	690882-692421	\$ 8,947,847.57
General Fund-ARC Instructional Related	003412-003503	
General Fund-CRC Instructional Related	021156-021195	
General Fund-FLC Instructional Related	030374-030392	
General Fund-SCC Instructional Related	042689-042764	
Capital Outlay Fund	828014-828118	
Child Development Fund	953888-953893	
Self-Insurance Fund	976154-976156	
Payroll Warrants	204880-206940 208384-208403	\$ 18,197,600.31
Payroll-Direct Deposit	653670-657715	
December Leave Process	206941-208383	
Payroll Vendor Warrants	55442-55624	
CHECKS		
Financial Aid Disbursements	1975480-1977553	\$ 2,811,652.00
Clearing Checks	-	-
Parking Checks	2805-2805	\$ 300.00
Bookstore Fund – ARC	27683-27719	\$ 919,218.85
Bookstore Fund – CRC	025096-025145	
Bookstore Fund – FLC	8201-8245	
Bookstore Fund – SCC	046186-046238	
Student Clubs Agency Fund – ARC	4130-4154	\$ 51,300.71
Student Clubs Agency Fund – CRC	3145-3177	
Student Clubs Agency Fund – FLC	1667-1681	
Student Clubs Agency Fund – SCC	2656-2673	
Foundation – ARC	3717-3737	\$ 83,937.82
Foundation – CRC	1659-1661	
Foundation – FLC	0707-0714	
Foundation – SCC	2700-2708	
Foundation – DO	0497-0522	
Associated Students Trust Fund – ARC	0622-0622	\$ 1,803.04
Associated Students Trust Fund – CRC	0557-0559	
Associated Students Trust Fund – FLC	0460-0461	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	Manual Checks 9098-9100 USI Check System 2027-2087	\$ 565,226.00
WIRES		
Board of Equalization	-	-
PARS	-	\$ 22,230.49
Vendors	-	-

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Regular Human Resources Transactions	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item I	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Jon Sharpe 	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	
		INFORMATION	

**RECOMMENDATION:**

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

## M A N A G E M E N T

## APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Ostgaard, Kolleen (M.A., California State University, Sacramento)	Dean of Student Services	01/09/14

## APPOINTMENT TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Neal, Robin J. (Ed.D., University of La Verne)	Interim Vice President of Student Services	01/09/14 – 06/30/14
Ostgaard, Kolleen (M.A., California State University, Sacramento)	Interim Dean of Student Support Services	<i>Revised</i> 07/08/13 – 01/08/14

## RETIREMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Redfield, David	Associate Vice President of Instruction and Learning Resources	03/04/2014

## FACULTY

## APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Arnott, Michele L. (M.S.N., California State University, Sacramento)	College Nurse	01/09/14
Fong, Diana J.	Counselor (Athletic Emphasis)	01/09/14
<u>Sacramento City College</u>		
Beadles, Lynette R. (B.A., The College of Saint Catherine)	Occupational Therapy Assistant (OTA) Assistant Professor	01/16/14
Clark, Bonnie M. (M.S.N., California State University, Sacramento)	Nursing (RN / LVN) Assistant Professor	01/16/14

## APPOINTMENT TO CATEGORICALLY FUNDED TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Garcia, Louie G. (M.B.A., University of Phoenix)	Pre-Apprenticeship Associate Professor	01/16/14 – 05/21/14

## APPOINTMENT TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Vasquez, Karen M. (M.A., California State University, Sacramento)	Speech Communication Assistant Professor (L.T.T.)	01/16/14 – 05/21/14
<u>Sacramento City College</u>		
James, Mary K. (B.S.N., California State University, Bakersfield)	Nursing (RN / LVN) Assistant Professor (L.T.T.)	01/16/14 – 05/21/14
Handy, Kimberly A. (M.B.A., California State University, Sacramento)	Business Law / Business Assistant Professor (L.T.T.)	01/16/14 – 05/21/14
Mom, Brian W. (M.B.A., Saint Mary's College)	Business Law / Business Assistant Professor (L.T.T.)	01/16/14 – 05/21/14

FACULTY

LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>American River College</u>			
Brenchley-Jackson, Joan	Biology Professor	Personal (30%)	08/22/13 – 12/19/13
Hong, Tamilyn W.J.	Chemistry Professor	Childcare (20%)	01/16/14 – 05/21/14
0002906	Professor	Administrative	11/18/13 – 12/19/13
<u>Cosumnes River College</u>			
Condon, Frank	Theater Arts Professor	Medical	01/16/14 – 05/21/14
<u>Folsom Lake College</u>			
0741286	Professor	Administrative	11/04/13 – 12/19/13
<u>Sacramento City College</u>			
Lawson, Douglas	Theater Arts Professor	Medical	01/16/14 – 05/21/14

REASSIGNMENT / TRANSFER(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Cosumnes River College</u>		
Reese, Shawn L.	Chemistry Professor From Folsom Lake College	01/16/14

RESIGNATION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>Sacramento City College</u>		
Ingalls, Jennifer A.H.	Nursing Assistant Professor	12/20/13

**TEMPORARY, PART-TIME EMPLOYEES Fall 2013  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Bradshaw,Merlin E.	Spanish	39 %
** (B5) Byrd,Steven D.	Construction Crafts Technology	3 %
Carpenter,Ingeborg E.T.	German	13 %
Davtian,Anna	Counselor	14 %
Duerr,Lisa C.	Child Development/Early Care and Educatio	20 %
Eger,Mark A.	Administration of Justice	1 %
Fagiolo,Catherine E.	Music	8 %
Griffin,Robert C.	Counselor	12 %
Griffin,Robert C.	Counselor	9 %
Griffin,Robert C.	Counselor	1 %
Kolb,Robin	Administration of Justice	1 %
Massetti,Thomas P.	Administration of Justice	1 %
Plantaric,Edward J	Administration of Justice	1 %
Romo,Angela S.	Chemistry, General	66 %
Ruan,Karen M.	ESL Reading	5 %
Ruckels,Melynda S.	Registered Nursing	12 %
Ruckels,Melynda S.	Nurse	10 %
** (A5) Rudulph,Heather W.	Journalism	20 %
Sena,Matthew J.	Administration of Justice	1 %
Vo,Kiet T.	Mathematics, General	33 %
Williams,Margaret N.	Child Development Administration and Mana	1 %

**TEMPORARY, PART-TIME EMPLOYEES Fall 2013  
Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Chase,Lawrence J	Speech Communication	60 %
Fernandez,Joshua	English	2 %
Wheeler,Damien A.	Coordinator	44 %

**TEMPORARY, PART-TIME EMPLOYEES Fall 2013  
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Darr-Glynn,Kristina D.	Counselor	15 %
Rush,Alice Hanko	Human Services	15 %

**TEMPORARY, PART-TIME EMPLOYEES Fall 2013  
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
** (A5) Bair,Lewis E	Software Applications	13 %
Batarseh,Samer M.	Business and Commerce, General	3 %
Dicus,Michelle M.	Chemistry, General	24 %
Eskandari,Vahid	Chemistry, General	45 %
** (A2) Samarron,Sandra L.	Nutrition, Foods, and Culinary Arts	30 %
Spears,Estelita L	General Work Experience	7 %
Sprowl,Susan	Nursing	17 %
Winger,Dennis K.	Railroad and Light Rail Operations	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 Fall 2013  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
** (A2) Angelone, Michael A.	English	23 %
Arambel, Leah A.	Reading	7 %
Duax, Paul L.	Speech Communication	58 %
Garcia, Louie G.	Construction Crafts Technology	29 %
Reilly, Robin L.	Accounting	8 %
Sheldon, Michael B.	Art	7 %
Shubb, Alisa M.	Speech Communication	48 %
** (B2) Sjolund, Joe P.	Counselor	2 %
** (B2) Sjolund, Joe P.	Counselor	1 %
** (B5) Weckman, Craig R	Diesel Technology	15 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2013  
Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Degn, Frances K.	Academic Guidance	30 %
Fishman, Wendell	Website Design and Development	8 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2013  
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Flores, Juan J.	Academic Guidance	27 %
Rinek, Jeffrey L.	Administration of Justice	15 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2013  
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Allred, Mary-Susan	Counselor	1 %
Belair, Diane M.	Counselor	1 %
Rodriguez, Irma S.	Counselor	3 %
Taylor, Timothy K.	Computer Networking	30 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2014  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abbott, David W.	Paralegal	20 %
Abbott-Enz, Pamela S.	Gerontology	17 %
Acevedo, George	Automotive Technology	35 %
Adams, Grant C.	Spanish	53 %
** (A1) Adams, Jane P.	Interpersonal Skills	27 %
** (A1) Adams, Jane P.	Job Seeking/Changing Skills	7 %
** (A1) Adams, Jane P.	Counselor	24 %
Albertson, James H	Art	43 %
Albrecht, Christian	Administration of Justice	0 %
Alexander, Carrie D.	Counselor	60 %
Cotton, Gary D.	Software Applications	13 %
Ha, Annette A.	English	40 %

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**TEMPORARY, PART-TIME EMPLOYEES Spring 2014  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Hake,Patricia L.	English	60 %
Pedersen,Dawn R	Website Design and Development	28 %
Pellerin,Kristie J.	Biology, General	35 %
** (A5) Penwell,Robyn S.	Physical Education	30 %
Perrault,Priscilla A.	Counselor	15 %
Perry,Stewart M	Psychology, General	40 %
Peters,Irene	Mathematics, General	33 %
Petersen,David C	Economics	40 %
** (A2) Petraru,Marius	Geography	55 %
Pezone,John P.	Administration of Justice	20 %
** (B5) Phariss,Jess E.	Administration of Justice	0 %
Plantaric,Edward J	Administration of Justice	0 %
Plezia-Missler,Dorothy E	Counselor	45 %
Porter,Cherri J.	English	60 %
Powell,Thomas S.	Fine Arts, General	20 %
Prasad,Rodney D.	Electronics & Electric Technology	35 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2014  
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abeyta,Steve V.	English	20 %
Abhyankar,Meenal S.	Chemistry, General	57 %
Abney,Cort D.	Environmental Technology	35 %
Alford,Purificacion M.	Spanish	35 %
** (A1) Haeuptle,Christina W.	Speech Communication	40 %
Pender,Sarah	General Work Experience	20 %
** (A2) Perez,Craig S.	Intercollegiate Athletics	50 %
Perpall,Lorna F	Music	18 %
Pica,Denise Y	English	47 %
Plaxton,Melody J	English	27 %
Plaxton,Melody J	Reading	20 %
Porter,Nancy L	Nutrition, Foods, and Culinary Arts	20 %
** (A2) Porter,Rhiannon	Chemistry, General	50 %
Pourvatan,Pouri R.	Medical Laboratory Technology	37 %
Powell,Donna	English	53 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2014  
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Agee,Janice L.	English	20 %
Ahlenstorf,Tracy	Counselor	7 %
Akin,Angela E.	English	60 %
Aldrich,Cathleen	Reading	35 %
Pearsall,Nancy E.	Reading	20 %
Perez,Adriana	Graphic Art and Design	28 %
** (B5) Perez,Pedro R	Applied Photography	57 %
Perkins,Brett T.	English	67 %
Perreault,Diane M.	Software Applications	12 %
Pettler,Janelle S.	Information Technology, General	13 %
Pickrel,Carolyn E.	English	40 %
Pierce-Washington,Charlotte	Counselor	15 %

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

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**TEMPORARY, PART-TIME EMPLOYEES Spring 2014  
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Pierce-Washington,Charlotte	Counselor	25 %
Pierini,Bruce D	Anthropology	55 %
Plutchok,Robert	Physics, General	20 %
Plutchok,Robert	Astronomy	20 %
Poe,Michael L.	Music	20 %
Poxon,Judith L.	Classics-Humanities	20 %
Poxon,Judith L.	Other Humanities	20 %
Prue,Paul A.	Mathematics, General	60 %
** (A5) Pryor,Peter L.	Physical Education	30 %
** (A5) Pryor,Peter L.	Physical Fitness and Body Movement	33 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2014  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abdul,Alisher S.	Mathematics, General	40 %
Aguilar,Gary L.	Drafting Technology	40 %
Ahmadi,AI	Electronics & Electric Technology	40 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2014  
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
** (A5) Alexander,John E.	Coordinator	20 %
Prelip,Angela N.	Speech Communication	20 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2014  
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Pease,Dyan S.	Business and Commerce, General	20 %
Perry,Laurie M.	Child Development/Early Care and Educatio	30 %
Petite,Lori M.	Speech Communication	20 %
Phillips,Joseph H.	Mathematics, General	47 %
Piedra,Erica A.	French	27 %
** (A2) Poe,Kathleen A.	Music	32 %
Prado,JoAnna R.	ESL Writing	27 %

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

C L A S S I F I E D

<b>APPOINTMENT(S)</b>			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Araiza, Richard	Custodian	CRC	12/02/13
Calland, Jessica L.	Clerk II	FLC	12/03/13
Reyna, Frank	Custodian	CRC	01/02/14

<b>INTERJURISDICTIONAL EXCHANGE (per Government Code Section 19050.8)</b>		
<u>Name</u>	<u>Position</u>	<u>Effective Dates(s)</u>
Gilmer, Karen D.	Interjurisdictional Exchange, To California Community Colleges From Confidential Administrative Assistant I	06/01/13-12/31/13 01/01/14-06/30/14 (Extension)

<b>LEAVE(S) OF ABSENCE</b>				
<u>Name</u>	<u>Position</u>	<u>Type of Leave</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Nguyen, Sonora T.	Instructional Assistant- Accounting Laboratory, 10 months	Child Care, 100%	CRC	03/12/14-06/08/14

<b>PROMOTION(S)</b>			
<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Le, Phuong T.	Financial Aid Officer (Financial Aid Clerk II)	CRC CRC)	11/25/13
Perebikovskiy, Dimitriy	Instructional Services Assistant II (Clerk III)	ARC ARC)	01/02/14
Sandor, Gizella L.	Instructional Services Assistant II (Administrative Assistant I)	ARC ARC)	12/09/13
Watt, Cheryl L.	Administrative Assistant I (Grant Coordination Clerk	ARC ARC)	01/02/14

C L A S S I F I E D

<b>REASSIGNMENT(S)/ TRANSFER(S)</b>			
<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Fernandez, Nacho	Instructional Assistant- Writing/English/Reading, 9 months, 100% (Instructional Assistant- Writing/English/Reading, 9 months, 50%	ARC  ARC)	01/13/14

<b>RESIGNATION(S)</b>			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Drennan, Lauri A.	Library/Media Technical Assistant	SCC	01/03/14
Jewell, Lisa A.	Instructional Assistant- Sign Language Studies, 9 months, 25%	ARC	12/13/13
Ragle, Rebecca J.	Tutorial Services Assistant 10 months, 50%	ARC	12/10/13

<b>RETIREMENT(S)</b>			
<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Greener, Thomas R.	Structures Supervisor (After 19+ years of service)	FM	04/01/14
Kelly, Kathleen R.	Administrative Assistant I (After 6+ years of service)	ARC	12/20/13
Moreno, Carla A.	Child Development Center Associate Teacher, 9 months (After 15+ years of service)	SCC	09/24/12

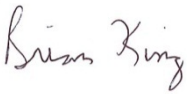
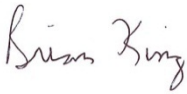
Temporary Classified Employees Education Code 88003 (Per AB 500) <i>The individuals listed below are generally working in short term, intermittent or interim assignments during the time frame designated,</i>
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<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>American River College</u>			
Callaway, Justin W.	Special Projects	10/23/2013	06/30/2014
Lorente, Michael R.	Specialty Coach	12/05/2013	06/30/2014
Papineau, Daniel S.	Instructional Assistant	11/25/2013	06/30/2014
Pierce, Alison J.	Asst Sports Program Director	12/02/2013	06/30/2014
Rodriguez, Santiago V.	Sports Instructor I	12/02/2013	06/30/2014
Serpa, Jennifer A.	Special Projects	11/25/2013	06/30/2014
<u>Cosumnes River College</u>			
Baxter, Deborah	Clerk I	11/16/2013	06/30/2014
Cha, Sandra	Bookstore Aide	11/20/2013	06/30/2014
Ketcham, Kelly A.	Athletic Trainer	11/15/2013	06/30/2014
Lopez, Troy R.	Campus Patrol	12/05/2013	06/30/2014
Mon, Aye Aye	Instructional Assistant	12/05/2013	06/30/2014
Situ, Annie Aixin	Instructional Assistant	12/05/2013	06/30/2014
Zeit, Lilia	Financial Aid Clerk II	11/05/2013	06/30/2014
<u>District Office / Business and Economic Development Center / Facilities Management</u>			
Chadwick, Sera L	Administrative Asst. I	11/25/2013	06/30/2014
Douglas, Jeanette A.	Clerk III	11/25/2013	06/30/2014
Templeton, Sarah J.	Special Projects	12/03/2013	06/30/2014
<u>Folsom Lake College</u>			
DuBay, Tracy L.	Student Personnel Assistant	12/06/2013	06/30/2014
Flood, Margaret L	Counseling Clerk II	12/02/2013	06/30/2014
Grimes, Nathaniel E	Instructional Assistant	12/06/2013	06/30/2014
Higgins, Heather M.	Special Projects	11/25/2013	06/30/2014
McConnell, Joel E.	Clerk II	12/12/2013	06/30/2014
Stefanco, Tatiana	Instructional Assistant	12/01/2013	06/30/2014
<u>Sacramento City College</u>			
Kryuchkov, Vladimir	Financial Aid Clerk II	12/02/2013	06/30/2014

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	CCCT Board of Directors Election - 2014	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Brian King 	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	<input checked="" type="checkbox"/>
		INFORMATION	<input type="checkbox"/>

**BACKGROUND:**

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. The election of members of the CCCT board of the League will take place between March 10 and April 25. Eight persons will be elected to the board this year. Each member district board will have one vote for each vacancy on the CCCT board.

**STATUS:**

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees, and each district may nominate only members of its board.

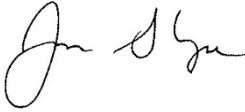
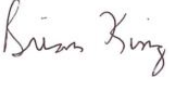
**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the nomination of Trustee Pamela Haynes for the CCCT Board of Directors election.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Big Horn Boulevard Property Development Consultant	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	X
		INFORMATION	

**BACKGROUND:**

In early 2011, approximately 3.3 acres of commercial property contiguous to the Cosumnes River College –Elk Grove Center site became available and the Board authorized its purchase. In purchasing the site it was the Board’s intent to control the type of development occurring next to the center and to develop a compatible use for the property. Now that the economic recovery seems to be gaining momentum and development is again occurring in this part of the Elk Grove community, it appears that it is an appropriate time to make plans for development of the site.

**STATUS:**

In order to determine viable uses for development of the property, it is recognized that the District will need assistance from a qualified real estate and economic development consultant. In order to facilitate a selection process the District prepared a Request for Proposal (RFP) and received four (4) comprehensive responses. The proposed work and deliverables of a consultant include: determination of District objectives, an assessment of market/development conditions and feasibility, identification of development approaches, and assistance in the developer outreach and bid process.

The four responses to the RFP were as follows:

<u>Consultant Firm</u>	<u>Price</u>
bae Urban Economics	\$38,500
Economic and Planning Systems, Inc. (EPS)	39,000
Wahlstrom and Associates	59,500
A Plescia and Company	59,900

After review of the RFPs and conducting interviews with finalists, it is recommended that EPS be selected as a consultant for the project. Since receipt of the RFPs and identification of EPS as the recommended consultant, a reduced negotiated price of not to exceed \$36,000 was derived. Deliverables and an update are planned to be presented to the Board by July 2014.

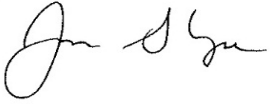

**RECOMMENDATION:**

It is recommended that the Board of Trustees authorize the Chancellor/designee to enter into a consultant agreement with Economic and Planning Systems, Inc. in an amount not to exceed \$36,000 for the purpose of determining the feasibility of developing the District's approximate 3.3 acres located at Whitelock Parkway and Big Horn Boulevard, and developing a strategic plan for the property.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Public Hearing: 2014-2017 Initial Collective Bargaining Proposals for LRCFT and LRCCD	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Collective Bargaining Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Jon Sharpe 	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	X
		INFORMATION	

**BACKGROUND:**

Pursuant to Government Code Section 3547, et seq., all initial proposals of exclusive representatives of recognized employee groups and of the District are required to be presented at a public meeting of the District.

The Board and representatives of the Los Rios College Federation of Teachers (LRCFT) have agreed to engage in an interest-based collaborative approach to negotiations. The collective bargaining agreement with LRCFT expires on June 30, 2014. The parties wish to commence negotiations as soon as possible, with the goal of attempting to reach agreement as early as possible before the contract expires.

Consistent with the applicable code sections, the public has a right to be informed of those areas that the parties will be negotiating and to invite public comment at a meeting of the public school employer.

**STATUS:**

Consistent with local regulations, on December 11, 2013, the Board of Trustees scheduled a public hearing for the January 8, 2014 meeting to allow public comments regarding the collective bargaining proposals. The enclosed initial collective bargaining proposals of LRCFT and the District have been available for public review since being presented to the Board of Trustees at the December 11, 2013 meeting.

**RECOMMENDATION:**

It is recommended that Board of Trustees conduct a public hearing and adopt the initial collective bargaining proposals of LRCFT and the District.



**LRCFT 2014-2017 Negotiations**  
**District Interests**  
(not prioritized)

**Article 2: Salaries**

The District has an interest to ensure accurate language regarding 10/12 month pay period processes. The District has an interest in reviewing the Department Chair language to ensure currency, needed flexibility in assignments, and effective assessment of performance.

**Article 3: Fringe Benefits and Retirement**

The District has an interest to review this article to ensure compliance with the Affordable Care Act.

**Article 4: Workload**

The District has an interest in reviewing language to ensure faculty workload and obligations, such as office hours and professional development time, impact student success and completion. The District has an interest to update or remove outdated language.

**Article 8: Performance Review**

The District has an interest to review the performance review process and criteria to ensure effectiveness, including as related to online instruction as well as considering relevant external criteria.

**Article 9: Leaves With Pay**

The District has an interest to update contract language to ensure accuracy with previous agreements and other articles, as related to other sick leave.

**Article 10: Leaves Without Pay**

The District has an interest to ensure accurate language regarding service credit during certain leaves.

**Article 11: Professional Expectations and Development Opportunities**

The District has an interest to review this section to ensure effective professional development, including as it relates to quality instruction and student services. The District has an interest in reviewing faculty professional expectations language to ensure professionalism and fulfilling obligations.

**Article 14: Shared Governance**

The District has an interest in updating language to ensure currency.

**Article 21: Safety**

The District has an interest to ensure the contract language and processes reflect best practices and obligations related to ensuring a safe environment.

**Appendices A & B: Salary and Benefits**

The District has an interest to review the current compensation formula for currency and any potential adjustments to one-time-only funding sources, to delete references to expired years, and to update medical carrier language.

**Appendix E: Self-Study Format**

The District has an interest to review the self-study format to ensure thoroughness and effectiveness.

**Appendix G: Department Chair Compensation**

The District has an interest to review the criteria and factors for Department Chair compensation, including as related to career and technical departments.

**Forms**

The District has an interest to ensure forms are updated and accurate.

**General Contract Language Updates**

The District has an interest in incorporating applicable MOUs, and in re-examining contract language with respect to consistency, currency and accuracy.

2014-2017 LRCFT Sunshine Proposals/Interests  
November 27, 2013

In each of the areas below, we have an interest in discussing:

**General**

➤ *Incorporation of all pertinent language from the 2011-2014 MOUs into the contract, clarification of language throughout the Agreement.*

**Salaries**

➤ *Salary-related issues including but not limited to: lab/lecture parity, increases in department chair workload and responsibilities, department chair compensation, reassigned time, clarification of the role of department chairs, clarification of the process of determining and awarding stipends, updating of the MOU on adjunct ESAs, salary schedule advancement for part-time faculty, and athletic coach compensation.*

**Fringe Benefits and Retirement**

➤ *The availability of health/dental insurance at reasonable cost upon retirement, faculty emeriti status, the pre-retirement workload reduction program, and adjunct medical benefits.*

**Workload**

➤ *Issues including but not limited to: class maximums, definition of "work week," the adjunct assignment process, definition of "online" and the workload of online instructors, office hours, availability forms for part-time faculty, workload of coordinators who double as department chairs, athletic coaches' workload, "student contact time" and "professional development time," college service and counselors, scheduling flexibility for non-classroom faculty, preference, and opportunities for part-time faculty to be considered for full-time positions.*

**Assignment of Personnel**

➤ *Section 5.7.2.*

**Performance Review**

➤ *Elements of the peer review process including but not limited to: student reviews of classroom faculty, workstation observation limits for online courses, student reviews for coordinators, composition of peer review teams, and conditions for special reviews.*

**Leaves with Pay**

➤ *Issues including but not limited to: maternity/paternity leave, personal business/ personal necessity leaves for all faculty, availability of such leaves for non-classroom faculty.*

**Leaves without Pay**

- *Voluntary workload reductions.*

**Dispute Resolution**

- *The grievance process and binding arbitration.*

**Academic Freedom**

- *Professional autonomy as it pertains to instructional materials.*

**Non-Discrimination**

- *Extension of the commitment to equal opportunity and diversity of faculty members on the basis of gender identity and gender expression.*

**Federation Rights**

- *Additional reassigned time for the LRCFT.*

**Work Environment/Safety**

- *Standards for workplace security and safety, the process for carrying out investigations surrounding student complaints; and, student grievances about faculty.*

**Contracting for Instructional Services**

- *Assurance that no work currently performed by unit members will be transferred out of the unit.*

**Education Technology**

- *Computer use privacy, technology training.*

**Ratification and Duration**

- *Extension of the contract from July 1, 2014 through June 30, 2017.*



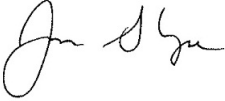

KC Boylan, Chief Negotiator

27 November 2013

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Public Hearing: 2014-2017 Initial Collective Bargaining Proposals for SEIU and LRCCD	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Collective Bargaining Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	X
		INFORMATION	

**BACKGROUND:**

Pursuant to Government Code Section 3547, et seq., all initial proposals of exclusive representatives of recognized employee groups and of the District are required to be presented at a public meeting of the District.

The Board and representatives of the Service Employees International Union, Local #1021 (SEIU) have agreed to engage in negotiations. The collective bargaining agreement with SEIU expires on June 30, 2014. The parties wish to commence negotiations as soon as possible, with the goal of attempting to reach agreement as early as possible before the contract expires.

Consistent with the applicable code sections, the public has a right to be informed of those areas that the parties will be negotiating and to invite public comment at a meeting of the public school employer.

**STATUS:**

Consistent with local regulations, on December 11, 2013, the Board of Trustees scheduled a public hearing for the January 8, 2014 meeting to allow public comments regarding the collective bargaining proposals. The enclosed initial collective bargaining proposals of SEIU and the District have been available for public review since being presented to the Board of Trustees at the December 11, 2013 meeting.

**RECOMMENDATION:**

It is recommended that the Board of Trustees conduct a public hearing and adopt the initial collective bargaining proposals of SEIU and the District.

**SEIU 2014-2017 Negotiations**  
**District Interests**  
(not prioritized)

**Article 2: Union Rights**

The District has an interest to discuss options for distribution of the contract to unit members, and notification of updated Board policies and regulations to Union staff.

The District has an interest to review current contract language to expand on areas specified for potential contract training following ratification.

**Article 6: Personnel Policies**

The District has an interest in reviewing contract language to provide clarity to the process for communication of proposed position changes.

**Article 8: Work Schedules and Overtime**

The District has an interest in reviewing current overtime language to address special circumstances with regard to police staff.

**Article 9: Leaves With Pay**

The District has an interest in reviewing the current language for "Other Sick Leave".

The District has an interest in discussing a revision of current language regarding advance notice for absences.

**Article 10: Leaves Without Pay**

The District has an interest to provide consistency in current language regarding the conditions for eligibility consideration for both part-time and full-time leaves for educational purposes.

The District has an interest in reviewing contract language for requesting leave.

**Article 12: Fringe Benefits & Insurance Programs**

The District has an interest in discussing a revision to current language regarding listing the specific names of health and medical carriers.

### **Article 15: Uniforms**

The District has an interest to provide replacement policy language for police uniform jackets.

### **Article 16: Miscellaneous Provisions**

The District has an interest in reviewing current contract language regarding a job classification study.

### **Appendices A and B: Salary & Benefits**

The District has an interest to review funding sources within the compensation formula, delete references to expired years and obsolete budget related issues, clarify meeting timelines if defined revenues are reduced, and update medical carrier language.

### **Contract Language Updates**

The District has an interest in incorporating applicable MOUs, and in re-examining contract language with respect to consistency and currency, including:

- Review of the definition of terms for updated language
- Removal of language referencing bus drivers (inactive position)
- Update of language regarding types of leaves used for children's school activities to reflect changes agreed to in previous negotiations
- Removal of language referring to funding a 20 year longevity step (now funded)
- Removal of language regarding review of provisions for overpayment thresholds during term of the last agreement only as referenced in section 11.9.9
- Inclusion of the Catastrophic Leave Committee in the listing of district-wide committees in which the unit participates
- Revise or delete references to expired years or obsolete language



**Roxanne Sanchez**  
President

**Crawford Johnson**  
Region A

**Tom Popenuck**  
Region B

**Gary Jimenez**  
Region C

**Larry Bradshaw**  
Region D

**Marcus Williams**  
Region E

**Pamela Holmes-Morton**  
Secretary

**Paul Camarillo**  
Treasurer

**Karen Joubert**  
Vice President of Representation

**Alysabeth Alexander**  
Vice President of Politics

**Ramses Teon-Nichols**  
Vice President of Organizing

**Executive Board**

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Pete Albert  
Nancy Atwell  
Akbar Bibb  
Derrick Boutté  
Gina Castellano  
Gayle Chadwick  
Gregory Correa  
Evelyn Curiel  
Rhea Davis  
Karla Faucett  
David Fleming  
Nancy Ghanim  
Cynthia Landry  
Andrea Longoria  
Renato Pena  
Patricia Reynolds  
Mercedes Riggleman  
Valoria Russell-Benson  
Eric Stern  
Renita Terry  
Denis Villanueva  
Erika Watkins  
Jim Wise

November 22, 2013

Ms. Brenda Balsamo

Director, Human Resources

Los Rios Community College District

1919 Spanos Court

Sacramento, CA 95825

**Re: SEIU Local 1021 Official Sunshine Letter for 2014 Contract Re-Opener**

Dear Ms. Balsamo,

This Letter shall serve as the official 'Sunshine' letter to the Los Rios Community Colleges from SEIU Local 1021 for the 2014 Contract Re-Opener.

Please find the areas below of the contract the union wishes to re-open for formal union proposals which includes but shall not be limited to the following areas identified below:

**Article 2: Union Rights**

The Union has an interest to discuss options for the distribution of printed copies of the agreement, and updated board policies and regulations.

The Union has an interest to review current contract language to expand on areas specified for potential contract training following ratification.

**Article 6: Personnel Policies**

The Union has an interest in reviewing contract language to provide clarity to the process for communication of proposed position changes.

The Union has an interest in discussing removal of derogatory material from personnel files after one (1) year if no similar complaints happen again.

**Article 8: Work Schedules and Overtime**

The Union has an interest in reviewing current overtime language and addressing special circumstances with regard to police staff, involvement in determining "shift vacancies", and the rate of compensation for the on call police sergeants.

**Executive Board Budget & Finance Committee**

Theresa Breakfield Kathryn Cavness Tina Diep Richard Greenwood  
Doug Marr Julie Meyers Peggy La Rossa Paul Little Nadeen Roach

5450 Power Inn Road, Suite F ▪ Sacramento, CA 95820 ▪ 916-288-4049 ▪ Fax 916-288-4088  
Service Employees International Union CtW, CLC ▪ www.seiu1021.org



**Article 12: Fringe Benefits & Insurance Programs**

The Union has an interest in improving or updating the current benefits and programs and clean up existing language where needed.

**Article 15: Uniforms**

The Union has an interest in updating the policy language to provide consistency of uniforms, and easy availability to all classified members across the District.

**Article 16: Miscellaneous Provisions**

The Union has an interest in reviewing contract language regarding a job classification study and is interested in discussing the execution of that committee work in 2014/2015.

**Appendices A and B: Salary and Benefits**

The Union has an interest to review contract language for potential changes to the compensation formula.

**Contract Language Updates**

The Union has an interest in incorporating applicable MOU's and in re-examining contract language with respect to consistency and currency. SEIU Local 1021 reserves the right to add proposals at any time during negotiations, on any topic contained in the contract, its appendices, MOU, or side letters.

The Union will be providing the District an official list of bargaining team members at the conclusion of the election process early next month. I will be contacting you for release time for the Bargaining team, and begin to caucus to prepare for bargaining.

Please don't hesitate to contact me at 916-799-0627 or [John.Shaban@seiu1021.org](mailto:John.Shaban@seiu1021.org) with any questions.

Warm Regards,



John Shaban

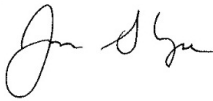

Field Representative SEIU Local 1021

C:Nely Obligacion, Director, Schools Team SEIU Local 1021, Los Rios CCD Chancellor Dr. Brian King, Vice Chancellor Jon Sharpe, Vice Chancellor Ryan Cox, Chapter President Ed Wofford

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Public Hearing: 2014-2017 Initial Collective Bargaining Proposal for LRCCD to LRCEA	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Collective Bargaining Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	X
		INFORMATION	

**BACKGROUND:**

Pursuant to Government Code Section 3547, et seq., all initial proposals of exclusive representatives of recognized employee groups and of the District are required to be presented at a public meeting of the District.

The Board of Trustees and representatives of the Los Rios Classified Employees Association (LRCEA) have agreed to engage in negotiations. The collective bargaining agreement with LRCEA expires on June 30, 2014. The District wishes to commence negotiations as soon as possible, with the goal of attempting to reach agreement as early as possible before the contract expires.

Consistent with the applicable code sections, the public has a right to be informed of those areas that the parties will be negotiating and to invite public comment at a meeting of the public school employer.

**STATUS:**

Consistent with local regulations, on December 11, 2013, the Board of Trustees scheduled a public hearing for the January 8, 2014 meeting to allow public comments regarding the District's collective bargaining proposal. The enclosed initial collective bargaining proposal of the District has been available for public review since being presented to the Board of Trustees at the December 11, 2013 meeting.

**RECOMMENDATION:**

It is recommended that the Board of Trustees conduct a public hearing and adopt the initial collective bargaining proposal of the District.

**LRCEA 2014-2017 Negotiations**  
**District Interests**  
(not prioritized)

**Article 5: Work Periods**

The District has an interest in exploring scheduling options to address needs arising from special circumstances with regard to police services support staff.

**Article 6: Overtime**

The District has an interest in reviewing current overtime language to address special circumstances with regard to police services support staff.

**Article 7: Leaves with Pay**

The District has an interest in discussing current language regarding advance notice for absences.

**Article 8: Leaves Without Pay**

The District has an interest to provide consistency in current language regarding the eligibility conditions for consideration for both part-time and full-time leaves for educational purposes.

**Article 14: Transfers and Reassignments**

The District has an interest in reviewing and possibly modifying the contract language regarding transfers and promotions in order to provide clarity with regard to current practices.

**Article 16: Professional Growth and Career Development**

The District has an interest in reviewing professional development language to provide better clarification.

**Appendices A and B: Salary and Benefits**

The District has an interest to review funding sources within the compensation formula, delete references to expired years and obsolete budget related issues, clarify meeting timelines if defined revenues are reduced, and update medical carrier language.

### **Contract Language Updates**

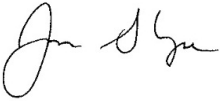

The District has an interest in incorporating applicable MOUs, and in re-examining contract language with respect to consistency and currency, including:

- Update language specific to term of previous agreement regarding trimester academic calendars and review of emergency call back pay provisions specific to the term of the last agreement
- Expand definition of physician in accordance with labor code
- Remove language regarding accrual of vacation that is no longer relevant to current employees
- Update composition of the Staff Development Leave Committee to align with Board Regulation language
- Inclusion of grievance form in appropriate appendix
- Inclusion of the Catastrophic Leave Committee in the listing of district-wide committees in which the unit participates
- Update definition of non-exempt employee to reflect appropriate Education Code
- Revise or delete references to expired years or obsolete language

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Initial Collective Bargaining Proposal – LRCEA 2014-2017	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Collective Bargaining Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	X
		INFORMATION	<input type="checkbox"/>

**BACKGROUND:**

Pursuant to Government Code Section 3547, et seq., all initial proposals of exclusive representatives of recognized employee groups and of the District are required to be presented at a public meeting of the District.

The Board of Trustees and representatives of the Los Rios Classified Employees Association (LRCEA) have agreed to engage in negotiations. The collective bargaining agreement with LRCEA expires on June 30, 2014. The District wishes to commence negotiations as soon as possible, with the goal of attempting to reach agreement as early as possible before the contract expires.

Consistent with the applicable code sections, the public has a right to be informed of those areas that the parties will be negotiating and to invite public comment at a meeting of the public school employer.

**STATUS:**

See attached list of initial proposals identified by the LRCEA.

**RECOMMENDATION:**

It is recommended that a public hearing be scheduled on February 12, 2014 to allow for public input regarding the initial collective bargaining proposal submitted by the LRCEA.

**Los Rios Classified Employees Association (LRCEA)**  
701 Howe Avenue, Suite D-39, Sacramento, California 95825  
Telephone: 916-927-9720 Fax: 916-927-9726

Delivered In-person

December 12, 2013

Board of Trustees  
Los Rios Community College District  
1919 Spanos Court  
Sacramento, California 95825

Dear President and Members of the Board:

Re: Initial LRCEA Collective Bargaining Proposal 2014-2017


Pursuant to the Educational Employment Relations Act, enclosed is the initial LRCEA proposal for its 2014-2017 collective bargaining agreement with the District; LRCEA is providing the District fifty (50) copies of this proposal.

When reviewing this initial proposal consider the following:

- \* New language proposed is underlined and printed in bold type.
- \* Language proposed to be deleted has a horizontal line through it and is printed in bold type.
- \* Articles and/or sections of the current collective bargaining agreement (2011-2014) not proposed to be amended, modified or deleted are presented with the words "No change to current language" printed under the appropriate article/section number.
- \* Dollar amounts and/or percentages of dollar amounts to be negotiated by the parties during negotiations over this initial LRCEA proposal are noted with an underlined blank space in applicable articles/sections.
- \* Dates relevant to the term of the new agreement are included, underlined and printed in bold type.

LRCEA requests the District to place this initial LRCEA proposal on the agenda of the next meeting of the District Board of Trustees, and to notify LRCEA in writing regarding the date, location and time of that meeting. LRCEA is prepared to meet and negotiate with the District upon completion of the public hearing process required by Section 3547 of the Government Code.

Respectfully,



Jeff Bucher, President

cc: LRCEA Executive Board  
LRCEA General Membership

Preamble

No change to current language.

Article 1: Recognition and Bargaining Unit

1.1 Recognition

No change to current language.

1.2 Bargaining Unit

No change to current language, however, job classification titles in Appendix C of the contract, as referred to in this section, must be updated to reflect any changes that have been made during the term of the contract; this update is noted in the initial LRCEA proposal.

1.2.1

No change to current language.

1.2.1.1

New position classifications shall be provided by Human Resources to the Bargaining Unit for review and comment. The Bargaining Unit shall provide a written response to the proposed new classification within twenty-one (21) calendar days from the date received. If requested by either party necessary, LRCEA and the District will meet jointly within fifteen (15) calendar days from receipt of the LRCEA Unit response to clarify and discuss any concerns regarding the new classification, and if requested by LRCEA the new position classification shall be submitted to the Joint Job Classification Review Committee for discussion and negotiation pursuant to Article 15 of this Agreement.

1.2.1

The Bargaining Unit shall not have any position classification and any position(s) therein removed from it during the term of this Agreement without the express written agreement of LRCEA.

1.2.3

No change to current language

1.2.4 Filing Vacancies

When a vacancy occurs in a position classification in the Unit the District shall fill that vacancy with a regular classified employee within ninety (90) calendar days immediately following the occurrence of that vacancy, and when that vacancy is filled the work schedule of the position shall not be reduced from the schedule of the employee who held that position immediately prior to that vacancy occurring.

1.2.5 Contracting Out Unit Work Prohibited

The District agrees it shall not contract out the work of any position classification in the Unit during the life of this Agreement.

1.2.6 No Layoff or Other Time-Base Reductions

The District agrees it shall not layoff or reduce the annual, monthly, and/or hourly work schedule of any employee in any position



classification in the Unit during the life of this Agreement.

1.2.7 Individual Agreements Prohibited

The District agrees it shall not negotiate with, enter into any agreement with, adjust grievances for, grant rights and/or benefits not covered by this Agreement to any employee in the Unit, unless such action is with the prior express written agreement of LRCEA.

1.2.8 Bargaining Unit Work

No person outside the Unit shall be allowed to perform the work of any position classification in the Unit without the prior express written agreement of LRCEA.

Article 2: Organizational Rights

2.1 Exclusive Rights

No change to current language.

2.1.1 Right to Represent Employees in the Unit

No change to current language.

2.1.1.2 Access to Employees at Work

No change to current language.

2.1.1.3 Use of District Bulletin Boards

No change to current language.

2.1.3.1 Currency of Postings

No change to current language.

2.1.3.2 Copy of Postings

No change to current language.

2.1.4 Use of District Mailboxes and Mail Distribution System

No change to current language.

2.1.5 Use of District Communications

No change to current language.

2.1.6 Use of District Facilities

No change to current language.

2.1.6.1 Use of Employee Rest Space

No change to current language.

2.1.7 LRCEA Meetings

No change to current language.

2.1.8 Release Time - Grievance Processing

No change to current language.

2.1.9 Release Time - Negotiations

No change to current language

2.1.9.1 Preparation Time - Negotiations

No change to current language.

2.1.10 Exclusive Right to Payroll Deduction

No change to current language.

2.1.11 Exclusive right to Meet and Negotiate

No change to current language.

2.2 Additional Organizational Rights

2.2.1 Agenda and Minutes of the Board of Trustees

No change to current language.

2.2.2 District Strength Report

No change to current language.

2.2.3 Release Time - LRCEA Officers

No change to current language.

2.2.4 District Conduct with LRCEA Members and Officers

No change to current language.

2.2.5 Salary Change

No change to current language.

2.2.6 Distribution of Agreement

No change to current language.

2.2.7 Notice of New Employee to LRCEA

No change to current language.

2.2.8 LRCCD Policies and Administrative Regulations

LRCEA Policies and Administrative Regulations are available online at <http://www.losrios.edu/legal/>. The District shall notify LRCEA in writing within a reasonable time prior to adoption of any proposed amendment, modification, or deletion of any LRCCD Policy and/or Administrative Regulation affecting LRCEA and/or employees LRCEA represents in the District. Upon written request from LRCEA the District and LRCEA shall meet and negotiate regarding such proposed amendments, modifications, and/or deletions pursuant to Section 3543.2 of the EERA of any adopted changes of the LRCCD Policies and Administrative Regulations during the term of this Agreement.

2.2.8.1 Chancellor's Cabinet

No change to current language.

2.2.8.2 Practices and Procedures

No change to current language.

2.2.9 Mailing Labels

No change to current language.

Article III: Organizational Security

3.1 Application to Employees in the Unit and LRCEA

No change to current language.

3.1.1 Agency Shop

No change to current language.

3.1.2 Maintenance of Membership

No change to current language.

3.1.3 Religious Objector Claim

No change to current language.

3.1.4 Payroll Deduction Authorization

No change to current language.

3.1.4.1 Prior Employee Authorization

No change to current language.

3.1.4.2 No Employee Authorization

No change to current language.

3.1.5 Changes to Dues or Fee Schedule

No change to current language.

3.1.6 Annual Notice to Members and Non-Members

No change to current language.

3.1.7 District Payment of Deductions to LRCEA

No change to current language.

3.1.8 Hold Harmless

No change to current language.

Article IV: Evaluation of Job Performance

4.1 Purpose of Evaluating Job Performance

4.1.1

No change to current language.

4.1.2

No change to current language.

4.1.3

No change to current language.

4.1.4 Special Evaluation

A Special Evaluation of Job Performance may be made more frequently only when the overall rating of the employee's regular evaluation is "needs to improve" or "unacceptable", and then only when that overall rating is the same rating as qualifying factors 1, 2, and/or 3 on that regular evaluation to address qualification factors in the Report of Job Performance if deemed advisable by the administrative officer. If, a special evaluation is conducted, the Evaluator will clearly define the employee performance factor(s) needing improvement and the review timeline/period(s). At the conclusion of the special evaluation period(s)/feedback will be provided and a normal evaluation cycle will resume or the special evaluation period will be extended.

However, when an employee is placed on special evaluation the District shall provide him or her with a reasonable period of time during which to improve his or her job performance in the area(s) documented as deficient, and shall provide him or her with the necessary resources to assist him or her during the special evaluation period to improve his or her job performance.

4.2 Evaluator

The evaluator of the job performance of an employee shall be a District manager or supervisor who is directly responsible for the District operating unit in which the employee is assigned, and except for such District manager or supervisor, no other employee in the Bargaining Unit or person outside the Bargaining Unit shall evaluate the job performance of any employee.

Employees in a lead capacity may be asked by the evaluator for input. Input received, however, cannot be factored into a report for job performance review unless it has been verified in writing by the evaluator, and that verified information and material has been provided to the employee being evaluated, by the evaluator with the draft Report of Job Performance when it is first issued to that employee, and that verified information and material shall include the name of the person who provided the input, the bargaining unit he or she is in, if any, his or her job classification with the District, when and how that input was provided to the evaluator, and how and when that input, information and material was verified by the evaluator.

4.3 Evaluator Training

4.3.1

No change to current language.

4.3.2

No change to current language.

4.4 Scope of Evaluation

No change to current language.

4.5 Categories and Factors for Report of Job Performance

No change to current language.

4.5.1 Quality of Work

No change to current language.

4.5.2 Quantity of work

No change to current language.

4.5.3 Work Habits and Attitudes

No change to current language.

4.5.4 Personal Qualities

No change to current language.

4.5.5 Relationship with Others

No change to current language.

4.5.6 Leadership Abilities (if applicable)

No change to current language.

4.5.7 ~~Additional Factors~~

~~This section is used to identify additional factors not covered by previous areas or to evaluate success of previous performance improvement plan.~~

4.5.8 Overall Rating

No change to current language - renumbered to 4.5.7

4.6 Evaluation Process

4.6.1 Completing the Report of Job Performance

No change to current language.

#### 4.6.2 Role of Reviewing Officer

Prior to the evaluation meeting scheduled with the employee the performance review document shall be reviewed and signed by the evaluator and designated reviewing officer. If during the evaluation meeting with the employee it is determined that revisions to the Job performance review document are necessary, the ~~primary evaluator (rater)~~ shall review potential changes with the reviewing officer and prepare a new performance report for signature by the evaluator and reviewing officer ~~if appropriate~~.

#### 4.6.3 Meeting Between ~~Primary~~ Evaluator and Employee

The evaluator ~~may~~ shall present the employee with a draft Report of Performance for comments prior to discussion of the final review, and this draft shall be signed and dated by the evaluator and the designated reviewing officer. LRCEA Unit employees shall be allowed at least ~~forty-eight (48) twenty-four (24)~~ hours to review the signed and dated draft Report of Job Performance as-well-as the final Report of Performance when it is issued. If an employee chooses not to sign the final Report of Performance the evaluator shall annotate the Report of Job Performance accordingly and provide a copy to the employee at that such time. ~~One (1) copy of the Report of Job Performance will be given to the employee when the employees signs the Report of Job Performance.~~

#### 4.7 Evaluation of Conditional Employees

##### 4.7.1 Definition

No change to current language.

##### 4.7.2 Time Line

No change to current language.

##### 4.7.3 Unsatisfactory Review of Conditions Employees

No change to current language.

#### 4.8 Probationary Employees

##### 4.8.1 Definition and Probationary Period

No change to current language.

##### 4.8.2 Effect of Short Term and/or Substitute Assignment

No change to current language.

##### 4.8.3 Effect of Absence on Probationary Employees

No change to current language.

##### 4.8.4 Time Limit

No change to current language.



4.8.5 Unsatisfactory review of Probationary Employees

No change to current language.

4.9 Unsatisfactory Review of Permanent Employees - Appeal

4.9.1

No change to current language.

4.9.2

No change to current language.

4.9.3

No change to current language.

4.10 Grievance

The process used for the performance review of employees is subject to the grievance procedure including but not limited to, however, the standards employed and judgment rendered in determining the ratings issued on the Report of Job Performance while subject to the appropriate process mentioned above, are not subject to the grievance procedure.

The period in which the grievance is required to be filed shall not commence until after the employee receives the final evaluation of his or her job performance from the evaluator, or after the employee receives the written response from the District pursuant to Section 4.9 of this Agreement.- The District agrees it will not use the procedures and processes pertaining to evaluating job performance of any employees to harass any employee covered by this agreement.

4.11 Representation for Evaluation Meetings

No change to current language.

4.12 Self-Evaluation

No change to current language.

4.13 Exclusive Process

No change to current language.

Article 5: Work Periods

5.1 Annual Work Schedules

No change to current language.

5.1.1 Fiscal Year

No change to current language.

5.1.2 Work Schedule - Twelve Month Positions

The annual work schedule of each twelve-month employee is the fiscal year. The District shall not reduce the work schedule of any twelve-month (12) employee in the Unit during the life of this Agreement.

5.1.3 Work Schedule - Eleven-Month Positions

The annual work schedule of a full-time employee designated as having eleven (11) months of service will have a minimum of 1,784 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. Employees with a work schedule of eleven (11) months will be paid by the hour. The District shall not reduce the work schedule of any eleven (11) month employee in the Unit during the life of this Agreement.

5.1.4 Work Schedule - Ten-Month Positions

The annual work schedule of a full-time employee designated as having ten (10) months of service will have a minimum of 1,616 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. These days will be scheduled during the academic calendar year. Employees with a work schedule of nine (9) months will be paid by the hour. The District shall not reduce the work schedule of any ten (10) month employee in the Unit during the life of this Agreement.

5.1.5 Work Schedule - Nine-Month Positions

The annual work schedule of a full-time employee designated as having nine (9) months of service will have a minimum of 1400 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. These days will be scheduled during the academic calendar year. Employees with a work schedule of nine (9) months will be paid by the hour. The District shall not reduce the work schedule of any nine (9) month employee in the Unit during the life of this Agreement.

5.1.5.1 Less Than full-Time Nine-Month Positions

Nine-month employees with a work day of less than eight (8) hours may be scheduled such that their minimum paid-status hours fall within the 164 instructional days.

5.1.5.2 Cafeteria and Children's Center Full-Time Employees

No change to current language.

5.1.5.3 Cafeteria Employees - School Vacations, Final Exam Week and Semester Breaks

Cafeterias normally operate on a reduced schedule during school vacations, final exam week and semester breaks. During these periods, food service employees shall be scheduled to perform their regular job duties during all hours cafeterias are open during such period as needed and the work schedule adjusted accordingly. Seniority by job classification shall apply when be given equal consideration in such scheduling of cafeteria work during these periods as needed and the work schedule adjusted accordingly. Seniority shall be given equal consideration in such scheduling.

5.1.5.4 Cafeteria Employees-Summer Session

When the District decides to operate a cafeteria during the summer session, the positions to be filled will be filled by food service employees in the Unit who will perform their regular duties in their regular job classifications at their regular pay rates during that summer session operation, as determined by the District manager or supervisor directly responsible for, with the work schedule for each the affected cafeteria will be posted for five (5) working days not later than May 1 immediately preceding the summer session involved. Regular employees wishing to work during the summer schedule may request, in writing, to fill their regular positions one of the posted positions. Such assignments will be made on a seniority basis in each job classification provided the employee meets the minimum qualifications for the position requested. No employee of a District food service management consultant shall displace or replace food service employee in the Unit during such summer sessions.

5.1.5.5 Short-Term Employees - Contractors and Their Employees

The District shall not employ any person(s) having a personal services contract with the District and all person(s) employed or sub-contracted by such contractor, any person(s) having a contract with the District to provide food service consulting and all person(s) employed or sub-contract by such food service contractor, and any short-term employee, in any manner whatsoever that displaces, replaces, or otherwise causes a negative impact on any employee, position, and position classification in the Unit regarding matters relating to wages, hours of employment, fringe benefits, and other terms and conditions of employment pursuant to Section 3543.2 of the EERA.

5.2 Work Week

No change to current language.

5.2.1 Work Week

No change to current language.

5.2.2 ~~Alternate~~ Work Week Schedule - Consecutive Work Days

No change to current language in the text of this section.

5.2.3 Work Week Limitations

No change to current language.

5.3 Work Day

The length of any employee work days shall be established by the District in compliance with this agreement and the law for each employee ~~relative to the needs of the District.~~

5.3.1 Permanent Changes to Work Day

Permanent changes in the employee work day schedule may be made after giving an employee thirty (30) ~~fifteen (15)~~ calendar days written notice of such change, but no such change shall be made for arbitrary or capricious reason(s), or in conflict with this Agreement.

5.3.2 Reduction to Permanent Work Assignment.

During the life of this Agreement the District shall not reduce the permanent assignment of any employee in the Unit ~~Reducing the permanent assignment of any employee shall be subject to the provisions of the California Education Code regarding the layoff of classified employees and shall be subject to meeting and negotiating with LRCEA on the effects of the layoff.~~

5.4 Rest Periods

No change to current language.

5.4.1 Taking Rest Periods

No change to current language.

5.5 Lunch Periods

No change to current language.

5.6 Academic Calendar

No change to current language.

5.6.1 Trimester Academic Calendar

No change to current language.

5.6.2 Compressed Academic Calendar

No change to current language.

5.7 Alternate Summer Work Schedule

The following alternate work schedule applies to all employees in the Unit:

5.7.1 Work Week - Five (5) Consecutive Eight (8) Hour Work Days

Any employee with a regular work week consisting of five (5) consecutive

eight (8) hour work days may request permanent reassignment for one of the following alternate work week schedules:

5.7.1.1 4-10-40 Schedule

This alternate work week schedule consists of four consecutive ten (10) hour work days during each forty (40) hour work week.

5.7.1.2 9-80 Schedule

This alternate work week schedule covers a fourteen (14) consecutive calendar day period and consists of two (2) work weeks, one (1) with four (4) consecutive nine (9) hour work days, and one (1) with four consecutive nine (9) hour workdays and one (1) eight (8) hour work day, together having a total of eight (80) regular duty hours during that fourteen (14) consecutive calendar day period.

5.7.2 Work Week Consisting of Five (5) Consecutive Less than Eight (8) Hour Work Days

An employee having a regular work week schedule consisting of less than forty (40) hours, but with five (5) consecutive work days, may request permanent reassignment to one of the alternate work week schedules described in Sections 5.7.1.1 or 5.7.1.2 of this Agreement however, the regular work week duty hours of the employee would be divided among the five (5) consecutive work days in the particular alternate work week schedule of the employee.

5.7.3 Applying for Permanent Alternate Work Schedule

An employee in the Unit may apply for permanent assignment to one of the alternate work week schedules described in Sections 5.7.1.1, 5.7.1.2, or 5.7.2, of this Agreement, in writing, to his or her immediate supervisor or manager. The District will notify the applying employee of its decision on the request for the permanent reassignment, not more than forty-five (45) calendar days immediately after receiving the employee's application for the permanent reassignment.

5.7.42 Alternate Summer Schedule

If the District decides to offer an alternate summer work schedule for employees covered by this Agreement, the District and LRCEA agree to meet and negotiate over the terms and conditions of the alternate summer work schedule by approximately May 1 prior to the summer session that the alternate summer work schedule applies to. Such alternate summer schedules apply to employees in the Unit who are not already permanently assigned to one of the alternate work week schedules described in Sections 5.7.1.1 or 5.7/1.2 of this Agreement.

5.8 Alternate Work Schedules

During the term of this contract, LRCEA and the District shall gather appropriate data for review on alternate work schedules which may include, but is not limited to:

- 1) productivity issues;

~~2) year round calendaring impact (if any; and~~

~~3) various options to alternate work schedules (i.e., 5/40, 4/40, 9/80, etc.).~~

#### 5.9 Work Schedule Change

The District retains the right to establish or change work schedules or hours of work consistent with state and federal statutes and this Agreement. Any such change will not be made for arbitrary or capricious reasons.

##### 5.89.1 Notice of Schedule Change

Written notice of any permanent or temporary changes to the annual work schedule, work week, and/or work day of an employee in the Unit shall be delivered to him/her in writing by the District not less than fifteen (15) calendar days thirty (30) workdays before the change is proposed to be effective. In case of such a change to the work schedule of an employee in the Unit the District shall, notify LRCEA in writing of the change, simultaneously with the written notice of the change delivered to the employee, and upon written request of LRCEA, the District and LRCEA shall meet and negotiate over the impact of the schedule change on the employee, other employees in the Unit who may be impacted by the change, and on LRCEA.

##### 5.8.2 (no title)

The District shall not negotiate with and/or enter into agreement with any employee in the Unit over any permanent change to his or her regular work schedule without the prior express written agreement of LRCEA.

Article 6; Overtime

6.1 Non-Exempt Employees

No change to current language.

6.1.1 Non-Exempt - Salary Schedule

No change to current language.

6.2 Non-Exempt Overtime Criteria

No change to current language.

6.2.1 Full-Time Non-Exempt Employees - Overtime

No change to current language.

6.2.2 Part-Time Non-Exempt Employees - Overtime

No change to current language.

6.3 Non-Exempt Employee - Overtime Compensation Rate

No change to current language.

6.3.1 Effect of Paid Leave on Overtime

No change to current language.

6.3.2 Compensatory time Off

No change to current language.

6.3.2.1 Record of Compensatory Time

No change to current language.

6.3.3 Call-In and Regular Workday

No change to current language.

6.3.3.1 Additional Time-Less Than Two (2) Hours

No change to current language.

6.3.3.2 Additional Time-Between Two (2) and Four (4)Hours

No change to current language.

6.3.3.3 Additional Time-More Than Four (4) Hours But Less Than Six (6) Hours

No change to current language.

6.3.3.4 Additional Time - More Than Six (6) Hours But Less Than Eight (8) Hours

No change to current language.

6.3.3.5 Additional Time-More Than Eight (8) Hours

No change to current language.

6.3.4 Emergency Call Back Pay

No change to current language.

6.3.4.1 Review of Emergency Call Back Pay

No change to current language.

6.4 Non-Exempt Employees-Overtime During Holidays and Board-Granted Days Off

No change to current language.

6.4.1 Holiday Overtime Rate

No change to current language.

6.4.2 Effect of Working Both Holiday and In-Lieu of Day

No change to current language.

6.4.3 Effect If On Paid Leave of Absence

No change to current language.

6.5 Assignment of Overtime

No change to current language.



Article 7: Leaves With Pay

7.1 Sick Leave - Personal Illness

No change to current language.

7.1.1 Accrual

No change to current language.

7.1.2 Use of Accrued Sick Leave

No change to current language.

7.1.2.1 Advance of Sick Leave When Accrued Sick Leave Is Exhausted

No change to current language.

7.1.2.2 Reimbursement of Sick Leave Advance Upon Termination

No change to current language.

7.1.2.3 Use of Sick Leave During Extra Assignment

No change to current language.

7.1.3 Regular Advance Notice Required

No change to current language.

7.1.3.1 Day Shift Notice

No change to current language.

7.1.3.2 Evening and Night Shift Notice

No change to current language.

7.1.4 Optional Methods of Notifying Supervisors

No change to current language.

7.1.4.1 Extenuating Circumstances

No change to current language.

7.1.5 Physician's Statement

No change to current language.

7.1.5.1 Definition of Physician

No change to current language.

7.1.5.2 Physician's Statement for Absences of Ten (10) or More Days

No change to current language.

7.1.5.3 Physician's Statement for Any Illness

No change to current language.

7.1.5.4 Return to Work - Physician's Statement

No change to current language.

7.1.5.5 Content of Physician's Statement

No change to current language.

7.1.6 Pay for Absence Chargeable to Sick Leave

No change to current language.

7.2 Use of Accrued Sick Leave for Maternity/Paternity, Birth of Child

No change to current language.

7.2.1 Caring for Newborn Child or Mother of Newborn Child

No change to current language.

7.2.2 Adoption of a Child

No change to current language.

7.2.3 Birth of a Child or Adoption of a Child

No change to current language.

7.2.4 Compliance With Law

No change to current language.

7.3 Use of Accrued Sick Leave for Personal Necessity

No change to current language - includes a) through i).

7.3.1 Use of Personal Necessity During Extra Assignment

No change to current language.

7.4 Definition of Immediate Family

No change to current language.

7.5 Transfer of Paid Sick Leave

No change to current language.

7.6 Entitlement to Other Sick Leave (Five Month Law)

No change to current language.

7.6.1 Use of Other Sick Leave (Five Month Law)

No change to current language.

7.6.2 Use of Other Sick Leave During Extra Assignment

No change to current language.

7.7 Use of Vacation for Illness Absence

No change to current language.

7.8 Industrial Accident and Illness

No change to current language.

7.8.1 Allowable Days of Compensated Absence

No change to current language.

7.8.1.1 Commencement of Industrial or Illness Leave

No change to current language.

7.8.2 Education Code Restriction on Travel (per Education Code Section 88192)

No change to current language.

7.8.3 Reporting Industrial Accident or Illness

No change to current language.

7.8.3.1 Initial Examination by Physician

No change to current language.

7.8.3.2 Examination by Designated Physician

No change to current language.

7.8.4 Use of Earned Illness Leave

No change to current language.

7.8.4.1 Coordination of Leave Benefits

No change to current language.

7.8.5 Indemnity Checks

No change to current language.

7.8.6 Employee Status During Industrial Injury Absence Leave

No change to current language.

7.8.7 Physician's Determination Regarding Employee's Health

No change to current language.

7.8.8 ADA/FETA Reasonable Accommodations for Qualified Individuals with Disabilities

No change to current language.

7.8.9 Reemployment List

No change to current language.

7.9 Military Leave

No change to current language.

7.9.1 Restriction on Use of Short-Term Military Leave During Extra Assignments

No change to current language.

7.9.2 Call to Active Duty

No change to current language.

7.9.3 Qualifications for Benefit

No change to current language.

7.10 Jury Duty

No change to current language.

7.10.1 Use of Jury Duty Leave During Extra Assignment

No change to current language.

7.10.2 Pay During Jury Duty Leave

No change to current language.

7.10.3 Adjustment of Work Schedule During Jury Duty Leave

No change to current language.

7.11 Bereavement Leave

No change to current language.

7.11.1 Immediate Family for Bereavement Leave

No change to current language.

7.11.2 Use of Bereavement Leave During Extra Assignment

No change to current language.

7.12 Required Court Appearance

No change to current language.

7.12.1 Use of Court Appearance Leave During Extra Assignment

No change to current language.

7.12.2 Absence Report Documentation

No change to current language.

7.12.3 Return to Work

No change to current language.

7.13 Personal Business

No change to current language.

7.13.1 Reasons for use of Personal Business Leave

No change to current language.

7.13.2 Minimum Personal Business Leave Use

No change to current language.

7.13.3 Approval Process for Personal Business Leave

No change to current language.

7.13.4 Restriction on Use of Personal Business During Extra Assignment

No change to current language.

7.14 Critical Illness

No change to current language.

7.14.1 Use of Critical Illness Leave During Extra Assignment

No change to current language.

7.15 Quarantine

No change to current language.

7.15.1 Physician Statement Required

No change to current language.

7.15.2 Use of Quarantine Leave During Extra Assignment

No change to current language.

7.16 Vacation

No change to current language.

7.16.1 Accrual with Less than Ten (10) Years of Service

No change to current language.

7.16.2 Accrual After Ten (10) Years of Service

No change to current language.

7.16.3 Accrual for Employees Paid from Salary Schedule B as of September 30, 2005

No change to current language

7.16.3.1 **Accrual If Employed as of June 30, 2000  
Salary Schedule B**

No change to current language.

7.16.3.2 Accrual If Hired After July 1, 2000, and Before October 1, 2005.

Full-time classified employees in continuous employment who were hired between July 1, 2000, and September 30, 2005, and who were paid from Salary Schedule B as of September 30, 2005, will continue to earn vacation days at the rate of 1.50 working days per month or eighteen (18) working days per year do long as they are in a position classification that was paid from Salary Schedule B as of September 30, 2005, however, upon completion of ten (10) full years of employment and continuing thereafter, such employees will earn a vacation allowance of 1.75 working days per month or twenty-one (21) working days per fiscal year.

7.16.4 Accrual for Employees Effected by 1999 Fair Labor Standards Act Study

No change to current language.

7.16.5 Accrual for Part-Time Employees

No change to current language.

7.16.6 Vested Accrual of Vacation

No change to current language.

7.16.7 Eligibility for Use of Vacation

No change to current language.

7.16.8 Pay for Earned Vacation

No change to current language.

7.16.8.1 Restriction on Use of Vacation Leave During Extra Assignment

No change to current language.

7.16.8.2 Options for Less than Twelve-Month Employees

No change to current language - also includes a) and b).

7.16.8.3 Payment for Accrued Vacation Upon Separation from Service

No change to current language.

7.16.9 Scheduling Vacations

No change to current language.

7.16.9.1 Submission of Vacation Requests

No change to current language.

7.16.9.2 Minimum Vacation Leave Use

No change to current language.

7.16.9.3 Vacation Accrual Limit

No change to current language.

7.16.9.3.1 Vacation Accrual Limit for Part-Time Employees

No change to current language.

~~7.16.9.3.2 One-Time Option for Vacation Pay for Part-Time Employees~~

~~Regular part-time employees whose unused vacation accrual exceeds the pro-rata limitation specified in Section 7.16.9.3.1 as of September 1, 2009 will be paid one-time only for their vacation days accrued in excess of their accrual limitation on January 1, 2010.~~

7.16.10 Effect of Holidays

No change to current language.

7.16.11 Interruption of Vacation

No change to current language.

7.17 Holidays

No change to current language.

7.17.1 Holidays Observed

No change to current language.

7.16.2 Observation of Holidays on Alternate Dates

No change to current language.

7.17.3 Holidays on a Saturday or Sunday

No change to current language.

7.18 Board-Granted Days Off

No change to current language.

7.18.1 Board-Granted Days Off Observed

No change to current language.

7.19 LRCEA Conferences

No change to current language.

7.19.1 Allocation of Conference Leave

No change to current language.

7.19.2 Purpose of Conference Leave

No change to current language.

7.19.3 Carryover Restriction

No change to current language.

7.20 Education Code Required Proof of Leaves

No change to current language.

7.21 Staff Development Leave

No change to current language.

7.21.1 Nature and Purpose

No change to current language.

7.21.2 Staff Development Leave Committee

No change to current language.

7.21.2.1 Composition of Committee

No change to current language.

7.21.2.2 Release Time for Committee Members

No change to current language.

7.21.3 Number of Staff Development Leaves Per Year

No change to current language.

7.21.3.1 Eligibility

No change to current language.



7.21.3.2 Carryover (changes comply with MOU)

During the 2014-17 contract period, any Staff Development Leaves Program Funds (FTE) which were not used or committed by the end of any contract year shall be carried over to the next fiscal year subject to Section 16.1.1 of this Agreement. ~~Such carryover FTE shall be available to eligible employees and the selection procedure shall follow the same procedures as defined in this Section.~~

7.21.4 Service Agreement with the District

No change to current language.

7.21.4.1 Penalty if Service Agreement Is Not Fulfilled

No change to current language.

7.21.4.2 Serious Illness or Injury During Staff Development Leave

No change to current language.

7.21.4.3 Impact of Death or Permanent Disability on Financial Obligation

No change to current language.

7.21.4.4 Written Agreement Required

No change to current language.

7.21.5 Eligibility for Leave

No change to current language.

7.21.5.1 Full Release From Duty While on Staff Development Leave

No change to current language.

7.21.5.2 Service Requirement Between Leaves Granted to the Same Employee

No change to current language.

7.21.6 Duration and Period of Leave

No change to current language.

7.21.6.1 Minimum Staff Development Leave Allowed

No change to current language.

7.21.7 Application Procedures

No change to current language.

7.21.7.1 Application Due Date

No change to current language.

7.21.7.2 Purpose of Leave - Disclosure

No change to current language.

7.21.7.3 Program and Activity Description Required

No change to current language.

7.21.7.4 Coverage During Leave

No change to current language.

7.21.7.5 Staff Development Leave Form

No change to current language.

7.21.7.6 Reimbursement of Enrollment Fees and Costs of Books if Enrolled at a Los Rios College

No change to current language.

7.21.7.7 Reimbursement of Tuition - Non Los Rios College

No change to current language.

7.21.8 Selection of Candidates

No change to current language (includes a) through d).

7.21.8.1 Scoring Applications

No change to current language (includes a) through e).

7.21.8.2 Ranking Applications

No change to current language.

7.21.8.2.1 Composite Rating

No change to current language.

7.21.8.3 Appeal of Denial

No change to current language.

7.21.9 Reporting Requirements

No change to current language.

7.21.9.1 Transcripts and Documents Required

No change to current language.

7.21.9.2 Submission of Report

No change to current language.

7.21.9.3 Review of Report by Staff Development  
Leave Committee

No change to current language.

7.21.9.4 Recommendation of Staff Development Leave  
Committee Regarding the Report

No change to current language.

7.21.9.5 Penalty for Failure to Complete Report

No change to current language.

7.21.10 Salary and Benefits During Staff Development Leave

No change to current language.

7.21.10.1 Service Time During Leave

No change to current language.

7.21.10.2 Sick Leave Accrual During Leave

No change to current language.

7.21.11 Retirement Service Credit During Leave

No change to current language.

7.22 Catastrophic Illness or Injury Leave Program

No change to current language.

7.22.1 Definitions

No change to current language.

7.22.1.1 Catastrophic Illness or Injury

No change to current language.

7.22.1.2 Eligible Employee

No change to current language.

7.22.1.3 Immediate Family

No change to current language.

7.23.1.4 Eligible Leave Credits

No change to current language.

7.22.2 Catastrophic Illness or Injury Leave Bank

No change to current language.

7.22.2.1 Donations

No change to current language.

7.22.2.2 Probationary Employee Restriction

No change to current language.

7.22.2.3 Solicitation of Donations

No change to current language.

7.22.2.4 Accounting for Donations

No change to current language.

7.22.3 Catastrophic Illness or Injury Committee

No change to current language.

7.22.3.1 Committee Composition

No change to current language.

7.22.3.2 Release Time

No change to current language.

7.22.3.3 Committee Charge

No change to current language.

7.22.3.4 Committee Limitation

No change to current language.

7.22.4 Application for Catastrophic Illness or Injury Leave

No change to current language.

7.22.4.1 Eligible Employee Vesting

No change to current language.

7.22.4.2 Physician Statement Required

No change to current language.

7.22.4.3 Length of Leave

No change to current language

7.22.4.4 Requirement to Exhaust All Eligible Paid Leave

No change to current language.

Article 8: Leaves Without Pay

8.1 Application for Leave Without Pay

No change to current language.

8.1.1 Salary and Benefits During Leave Without Pay

No change to current language.

8.1.2 Other Employment During Leave Without Pay

No change to current language.

8.1.3 Restriction on Combining Leaves Without Pay

No change to current language.

8.2 Long-Term Health Leave

No change to current language.

8.2.1 Eligibility for Long-term Health Leave

No change to current language.

8.2.2 Resumption of Duties

No change to current language.

8.2.3 Inability to Resume Duties - Placement on 39-Month  
Reemployment List

No change to current language.

8.2.3.1 Ability to Return to Work While on 39-Month  
Reemployment List

No change to current language.

8.3 Long-Term Military Leave

No change to current language.

8.4 Family Care Leave

No change to current language.

8.5 Child Care

No change to current language.

8.6 Personal Leave

No change to current language.

8.7 Full-Time Leave for Educational Purposes

No change to current language.

8.7.1 Eligibility for Full-Time Leave for Educational Purposes

No change to current language.

8.7.2 Participation in Staff Development Leave

No change to current language.

8.8 Part-Time Educational Leave

No change to current language.

8.8.1 Eligibility for Part-Time Educational Leave

No change to current language.

8.8.1.1 Course of Study

No change to current language.

8.8.1.2 Work Schedule

No change to current language.

8.8.1.3 Funds

No change to current language.

8.9 Peace Corps Leave

No change to current language.

Article 9: Compensation 2014 - 2017

9.1 Funding Sources for Salary & Benefits Improvements

The Bargaining Unit shall receive its proportionate share of eighty percent (80%) of new, and ~~or~~ increased unrestricted revenue, as defined in Appendices A and B, ~~which is above an established amount.~~

9.1.1 (no title)

Provisions relating to defined revenue and related base revenue amounts for 2014-15 compensation improvements are stated in Appendix A which is attached hereto and incorporated herein.

9.1.2 (no title)

Provisions relating to defined revenues and related base revenue amounts for 2015-15 and 2016-17 compensation improvements are stated in Appendix B which is attached hereto and incorporated herein.

9.2 Salary Schedules and Initial Salary Placement

No change to current language.

9.3 Anniversary Date

No change to current language.

9.4 Earning a Step Increase

No change to title.

9.4.1

No change to current language.

9.4.2

No change to current language.

9.4.2.1

No change to current language.

9.4.2.2

No change to current language.

9.4.2.2.1

No change to current language.

9.5 Reclassification of Individual Position to Higher Salary

No change to current language.

9.6 Shift Differential

No change to title.

9.6.1

No change to current language.

9.6.2

No change to current language.

9.7 Longevity

Step 7 is a longevity step and can only be attained after ten (10) full years of satisfactory service with the District. An additional longevity increment of four percent (4%) will be paid to members of the Bargaining Unit after fifteen (15) full years of service with the District. A third longevity increment of two percent (2%) will be paid to members of the Bargaining Unit after twenty (20) full years of service with the District. A ~~fourth~~ third longevity increment of two percent (2%) will be paid to members of the Bargaining Unit after twenty-five (25) full years of service with the District.

~~After funding all other continuous costs as defined in Appendix A, Section A.2, including continuing salary schedule improvements for all members at a minimum of three percent (3%) of the Statutory COLA for the year, whichever is greater, any remaining funds will be used to add a fourth longevity increment of two percent (2%) for twenty (20) years of service. In the event that remaining funds are not sufficient to fund the full increment, then those funds will be set aside to be combined with any residual funds as defined above in subsequent years until sufficient funds are available for implementation. The increment will be effective in the year that the total amount needed is available and will be retroactive to either July 1 or the date the employee achieves the increment. If additional continuing funds remain after funding the minimum salary schedule improvement and the additional longevity step, those funds will be distributed as per Appendix A. Set aside funds will be distributed as one time only until implementation occurs.~~

9.8 Regular Employee Preference Extension

If there is a need for additional classified staff during non-regular work periods, existing staff will be offered an extension of regular employment before temporary staff are hired. Employees working during non-regular work periods shall be placed in the same classification they are in during their regular annual work schedule and shall receive their appropriate rate of pay/benefits for that classification.

9.9 Salary Computation

Salaries for White Collar Unit members are computed on an annual basis. The salary ranges for the White Collar Bargaining Unit as reflected on the LRCEA Salary Schedule are contained in Appendix C of this Agreement.

9.9.1

No change to current language.

9.9.2

No change to current language.



a.

No change to current language.

b.

No change to current language (includes (1), (2) and (3)).

9.10 Salary Calculations - Employment After July 1

No change to current language (includes a, b, c, and d).

9.11 Salary Calculation - Termination Before June 30

No change to current language (includes a, b, c, and d).

9.12 Voluntary Deduction - Less Than Twelve-Month Employee

No change to current language (includes a and b).

9.13 Repayment of Money Owed District or Employee

9.13.1 Overpayment

When monies are paid to an employee in excess of the appropriate amount due the employee, the employee is responsible to repay that overpayment to the District, up to a maximum of the most recent forty-eight (48) consecutive calendar months of such overpayment.

9.13.2 Underpayment

When monies are underpaid to an employee in amounts less than are due the employee, the District is responsible to repay that underpayment to the employee, up to a maximum of the most recent forty-eight (48) consecutive calendar months of such underpayment.

9.13.3 Payments

When the overpayment or underpayment, whichever applies, is discovered by the employee he or she shall bring the matter to the attention of the District Payroll Office, on his or her next regular workday. When the overpayment or underpayment, whichever applies, is discovered by the District it shall bring the matter to the attention of the employee, the next workday.

9.13.3.1 Payroll Deduction - Overpayment

Overpayments shall be deducted from the pay of the employee in equal payments, one each payroll period over the same number of consecutive payroll periods the overpayment was made to the employee, unless the overpayment is \$200.00, or less, in which case the overpayment will be deducted from the pay of the employee in equal payments over six (6) consecutive payroll periods. In such cases, the District shall notify the employee when deduction of the equal payments will commence, and how much each such payment will be. Nothing herein shall be deemed to prohibit an employee from paying-off the overpayment sooner than called for by the equal payments described herein. The money owed to the

~~District shall be deducted from the next warrant due to the employee when:~~

9.13.3.2 Payment of Underpayment

Underpayments shall be made in full, the payroll period immediately following the payroll period during which the underpayment came to the attention of the District.

9.13.3.3 General Conditions of Repayment

~~If monies are paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. The employee shall bring the overpayment to the attention of the District payroll Office as soon as it is discovered by the employee.~~

9.13.1

~~When the District discovers the error, the District Human Resources Director shall notify the employee in writing, of the amount and nature of the overpayment.~~

9.13.2

~~The money owed to the District shall be deducted from the next warrant due the employee when:~~

9.13.2.1

The overpayment is \$200 or less; or

9.13.2.2

~~When the overpayment is the result of overuse of leave privileges; or~~

9.13.2.3

~~The overpayment is an extraordinary amount that the employee would reasonably be expected to recognize as an error or overpayment; or~~

9.13.2.4

~~When the error is discovered within seven (7) working days of the overpayment and if the employee is notified within the same seven (7) day period.~~

9.13.2.5

~~Any verbal notice within the seven (7) day period must be followed by subsequent written notice prior to the collection of the overpayment. In addition to the planned payroll deduction, †The District Human Resources Director shall inform the employee in writing that alternate payment plans may be requested for overpayments, and in such cases the District will allow the employee a reasonable time in which to respond to the written notice from the District Human Resources Director regarding the alternate payment plans, before any collection action is~~

taken by the District regarding the overpayment.

9.13.3

~~Any amounts due the District which do not fall into any of the above categories will be deducted from future salary warrants at the rate of twenty percent (20%) of the employee's gross pay, but not less than \$200 per pay period until all money is repaid, unless other arrangements as stipulated in Section 9.13.6 have been agreed upon.~~

9.13.4

If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the district within thirty (30) days. If, the employee terminates employment with the District before an underpayment has been paid to the employee, the remaining balance of that under payment will be paid to the employee on his or her final pay warrant.

9.13.45

Regular nine-, ten-, and eleven-month employees will not continue any repayment plan during their non-scheduled months ~~by remitting the appropriate overpayment to the District Payroll Office by the first day of each month.~~

9.13.56

Requests for alternate payment plans may be submitted to the District Office of Accounting Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the District of Accounting at the District Office, however denial of an alternate payment plan shall not be based on any arbitrary or capricious reason(s).

9.13.67

Disputes regarding overpayment or underpayment shall be subject to the grievance procedure starting at Level III only.

9.13.78

~~In all cases, neither the District nor the employee shall be precluded from pursuing legal methods of resolution of a dispute regarding the debt.~~

9.13.9

Nothing in this section shall preclude an employee from agreeing to repayment of the debt in larger increments provided the employee agrees to do so voluntarily.

Article 10: Fringe Benefits

10.0 Insurance Review Committee

No change to current language.

10.1 Section 125 Plan, Premium Only Plan, Dependent Care Assistant Program and Flexible Spending Accounts

10.1.1 Medical & Dental Premium (Premium Only Plan)

No change to current language.

10.1.2 Section 125 Plan - Dependent Care Assistance Program and Medical Expense Flexible Spending Account

No change to current language.

10.1.2.1

No change to current language.

10.1.3

No change to current language.

10.1.4

No change to current language.

10.1.5

No change to current language.

10.1.6

No change to current language.

10.2 Health/Medical & Other Insurances

The District shall make a monthly contribution for employee and dependent(s) health/medical insurance coverage up to the lowest premium rate established by any of the District's carriers providing comprehensive family coverage to LRCEA Unit members, and that is equal in coverage to the family coverage provided to LRCEA Unit members during the 2013-14 fiscal year. The carriers for the LRCEA Unit as of the 2014-15 fiscal year are: Health Net, Kaiser Health.

10.2.1

The maximum District contribution amount in 2014-15 is currently established at \$ \_\_\_\_\_ per month for Kaiser and Health Net participants. Increases to the District contribution level shall be subject to meeting and negotiating with LRCEA before such increase are imposed on LRCEA Unit members funded fro defined revenues described in Appendix A of this Agreement.

10.3 Dental Insurance

No change to current language.

10.3.1

The maximum District contribution amount in 2014-15 is currently established at \$\_\_\_\_\_ (estimated) per month and any increases above this level shall be subject to meeting and negotiating with LRCEA before any increase in out-of-pocket costs for dental insurance are imposed on any LRCEA Unit member for dental insurance implemented ~~from defined revenue described in appendix A of this Agreement.~~

10.4 Vision Plan

No change to current language.

10.5. Medical/Dental Coverage - Work Assignment Increases

No change to current language.

10.6 District Contribution Levels for Employees Hired as of September 1, 1993

No change to current language (also includes a) and b).

10.6.1

No change to current language (also includes a) and b).

10.6.1.1

No change to current language.

10.7 District Contribution Levels for Employees Hired After September 1, 1993

No change to current language.

10.7.1

No change to current language.

10.7.2

No change to current language.

10.7.3

No change to current language.

10.8 Payroll Deduction Schedule

No change to current language.

10.8.1

No change to current language.

10.9 Disability Income Protection

No change to current language.

10.9.1

No change to current language.

10.9.2

No change to current language.

10.9.3

No change to current language.

10.9.4

No change to current language.

10.9.5

No change to current language.

10.9.6

No change to current language.

10.9.6.1

No change to current language

10.9.6.2

No change to current language.

10.10 Health Benefits for Retirees

No change to current language.

10.10.1

No change to current language.

10.10.2

No change to current language.

10.10.3

No change to current language.

10.10.4

No change to current language.

10.10.5

The District shall make a monthly contribution for eligible Unit members of the Bargaining Unit who are age fifty-five (55) or over at the currently established rate of \$\_\_\_\_\_ a month. The District contribution towards medical premiums is provided for the retiree only.

10.10.5.1

No change to current language.

10.10.5.2

No change to current language.

10.10.5.3

No change to current language.

10.10.5..4

No change to current language.

10.11 Parking fee

No change to current language.

10.12 Life Insurance

No change to current language.

10.12.1

The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for the regular members of the Unit through plans recommended by the Insurance Review Committee and adopted by the District. Coverage is effective July 1, 2014 for a three year period.

10.12.2

No change to current language.

Article 11: Grievance Procedure

11.1 Definition

No change to current language.

11.2 Purpose

No change to current language.

11.3 Utilizing Procedure in Proper Order

No change to current language.

11.4 Consolidation of Grievances

No change to current language.

11.5 Exclusions (title only - no change)

11.5.1 Board Policies

No change to current language.

11.5.2 Other Exclusions (no change to current language)

11.5.2.1 Recognition

No change to current language.

11.5.2.2 ~~No-Strike-Clause~~

~~11.5.2.3 Management Rights~~

~~11.5.2.4 Evaluation standards employed or judgments rendered~~

~~11.5.2.6 Discipline or discharge~~

11.6 Conditions of Grievance Processing

No change to current language.

11.6.1 Right to Representation

No change to current language.

11.6.1.1

No change to current language.

11.6.1.2

No change to current language.

11.6.2 Filing a Grievance Without LRCEA Representation

No change to current language (includes title and a), b), c), d), and e).



11.6.3 Limit on Processing Grievances to Levels IV (Binding Arbitration) and ~~V~~ Without LRCEA Authorization

At levels IV and ~~V~~ (Binding Arbitration ~~Board of Review and Board of Trustees~~) the grievant, before proceeding, must secure both:

- a) no change to current language.
- b) no change to current language.
- c) no change to current language.

11.7 Definition of a Day

No change to current language.

11.8 Time Limits

No change to current language.

11.9 Withdrawing a Grievance

No change to current language.

11.10 Release Time

No change to current language.

11.11 Grievant Rights

No change to current language.

11.11.1 no change to current language.

11.11.2 No change to current language.

11.11.3 No change to current language.

11.11.4 No change to current language.

11.11.5 No change to current language.

11.11.6 No change to current language.

11.12 Grievance Records

No change to current language.

11.13 Non-Reprisal

No change to current language.

11.14 Processing of Grievance

No change to current language.

11.15 Informal Grievance Procedure\

No change to current language.

11.16 Formal Grievance Levels (no change to title)

11.16.1 Grievance Form

No change to current language.

11.16.2 Level I - Immediate Supervisor

No change to current language.

11.16.2.1 Information Required

No change to current language.

11.16.2.2 Meeting of the Parties

No change to current language.

11.16.2.3 Proposed Resolution

No change to current language.

11.16.3 Level II - President/Designee (College)  
Chancellor/Designee (District Office/Facilities  
Management)

No change to current language.

11.16.3.1 Filing the Appeal

No change to current language.

11.16.3.2 Material Required for Appeal

No change to current language.

11.16.3.3 Meeting of the Parties

No change to current language.

11.16.3.4 Proposed Resolution

No change to current language.

11.16.4 Level III - Chancellor/Designee

No change to current language.

11.16.4.1 Filing the Appeal

No change to current language.

11.16.4.2 Material Required for Appeal

No change to current language.

11.16.4.3 Meeting of the Parties

No change to current language.

11.16.4.4 Proposed Resolution

No change to current language.

11.16.5 Level IV - Binding Arbitration Board of Review

LRCEA, on behalf of the grievant, may appeal the decision of Level III within thirty (30) five (5) days after receipt of the written decision of the Chancellor/Designee to binding arbitration a board of review.

11.16.5.1 Filing the Appeal

No change to current language.

11.16.5.2 Material Required for the Appeal

No change to current language.

11.16.5.3 Arbitration of the Grievance  
Composition of the Board of Review

~~The grievance shall be arbitrated by an arbitrator selected from a list obtained from the State Mediation and Conciliation Service or obtained from a list developed by the PERB. The Board of Review shall consists of three (3) members. Those eligible to serve as chairperson for the Board of Review shall be limited to those obtained from a list from the State Mediation and Conciliation Service or obtained from a listed developed by the PERB.~~

11.16.5.3.1 Selection of the Arbitrator  
~~Members by the Parties~~

~~The list of arbitrators shall be requested in writing by the District within ten (10) days of its receipt of the written request to arbitrate the grievance from LRCEA. A copy of the written request for the list of arbitrators shall be delivered to the LRCEA President when that request is delivered to the State Mediation and Conciliation Service or to the PERB, whichever applies to the particular list request. Within five (5) days of receipt of the appeal, each party shall select a member of the Board of Review and shall so notify the office of the Associate Vice Chancellor of Human Resources.~~

11.16.5.3.2 Cost of the Arbitrator  
Chairperson List

~~The cost of the services of the arbitrator chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearing, the cost of any hearing room, and any cost ordered by the arbitrator chairperson will be shared equally by the parties. All other costs will be borne by the party incurring them.~~

11.16.5.3.3 Selection of the Arbitrator  
~~Selection of Chairperson~~

Within five (5) days of receipt of the list of arbitrators from the State Mediation and Conciliation Service or the PERB, whichever list

applies to the particular request for arbitrators, the LRCEA President/Designee and Chancellor/Designee shall alternate strike names from the list of arbitrators until one name remains. The individual whose name remains shall serve as the arbitrator of the grievance. Within five (5) days of the receipt of the list of names of individuals who can serve as chairperson of the Board of Review, the LRCEA President/designee and Chancellor/designee shall alternately strike names from the list until one name remains. The individual whose name remains shall serve as the chairperson of the Board of Review for the grievance.

11.16.5.4 Arbitration Hearing~~Cost of the Chairperson~~  
The arbitrator shall conduct a hearing on the grievance with the parties to the grievance within thirty (30) days or as soon as he or she is able to schedule the hearing. Every reasonable effort shall be made to conduct the hearing by the Board of Review with the parties to the grievance within thirty (30) days of the selection of the chairperson of the Board of Review.

11.16.5.5 Decision of the Arbitrator Hearing Schedule  
The arbitrator shall issue his or her written decision on the grievance no less than thirty (30) days immediately following the close of the hearing on the grievance, and that arbitrator's decision shall include findings of fact, reasoning and conclusions on issues submitted, shall be promptly transmitted to LRCEA and the District, and the arbitrator's decision is final and binding on all parties to the grievance. Every reasonable effort shall be made to conduct the hearing by the Board of Review with the parties to the grievance within thirty (30) days of the selection of the chairperson of the Board of Review.

11.16.5.6 Attendance at Hearings  
The parties to the grievance will be allowed to attend all hearings at which information is given to the arbitrator ~~Board of Review~~. Sessions of the arbitration ~~Board of Review~~ shall be private, with attendance limited to the arbitrator ~~members of the Board of Review~~, the parties to the grievance, their representatives if any, and witnesses called by the arbitrator ~~Board of Review~~.

11.16.5.7 Limit on Disclosure of Proceedings  
During the pendency of a proceeding before the arbitrator Board of Review, no disclosure of the proceedings shall be made public without concurrence of the arbitrator ~~chairperson~~ and the parties to the grievance.

11.16.5.8 Decision of the Arbitrator ~~Board of Review~~  
The arbitrator ~~Board of Review~~ shall issue his or her ~~its~~ written decision on the grievance no later than thirty (30) ~~twenty (20)~~ days from the date of the close of the arbitration hearing. The decision of the arbitrator ~~its decision~~ shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to LRCEA and the District.

11.16.5.9 Limit on Decision of the Arbitrator Board of Review

The arbitrator Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator they shall consider and decide only the specific issue submitted to him or her them in writing by the Board's representative and the aggrieved and shall have no authority to make recommendations on any other issue not so submitted to him or her them. The arbitrator Board of Review shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law.

11.16.5.10 Effect of the Decision of the Arbitrator Board of Review

The decision of the arbitrator Board of Review on the grievance shall supersede all previous decisions on the grievance and shall become binding on all parties to the grievance, effective when issued to the parties to the grievance by the arbitrator unless appealed in writing to the Board of Trustees by LRCEA or the District within five (5) days after receiving the Board of Review decision.

~~11.16.6 Level V Board of Trustees~~

~~The decision of the Board of Trustees shall supersede all previous decisions on the grievance and shall become binding on all parties. The Board of Trustees shall render a final decision within forty-five (45) days after receipt of the appeal and shall transmit it promptly to LRCEA, the Chancellor, and members of the Board of Review.~~

~~11.16.16.1 Limits on Evident~~

~~If, during deliberations on the matter, the Board of Trustees receives evidence from either party to the grievance, it shall receive evidence from both parties on the issue(s) in question before it renders its final decision.~~

Article 12: Health & Safety

12.1 Safety

No change to current language.

12.2 Illness/Injury Prevention Plan

No change to current language.

12.3 Resolving Disputes

No change to current language.

12.3.1 Work Location Safety Officer

No change to current language.

12.4 Location Health and Safety Committee

No change to current language.

12.4.1 Composition of Committees

No change to current language.

12.4.2 Membership List

No change to current language.

12.4.3 Committee Operating Procedure

No change to current language.

12.4.4 Committee Review

No change to current language.

12.4.4.1 Accident Report

No change to current language.

12.4.4.2 Report of Other Health and Safety Problems

No change to current language.

12.4.4.3 Health and Safety Equipment/Training Updates

No change to current language.

12.4.5 Release Time for LRCEA Representatives

No change to current language.

12.4.6 Limit on Committee Authority

No change to current language.

12.5 Employee Safety Information Form

No change to current language.

12.5.1 Filing an Employee Safety Information Form

No change to current language.

12.6 District Health and Safety Committee

No change to current language.

12.6.1 Release Time for LRCEA Representation

No change to current language.

12.7 Annual Review

No change to current language.

Article 13: Non-Discrimination

13.1 Acknowledgment of the Parties

No change to current language.

13.2 Complaint

No change to current language.

13.2.1 Meetings Regarding Complaints

No change to current language.

13.2.2 Notice to LRCEA

No change to current language.



Article 14: Transfer and Reassignment

14.1 Definitions

No change to current language.

14.1.1 Transfers

No change to current language.

14.1.1.1 Administrative Transfers

No change to current language.

14.1.1.2 Voluntary Transfer

No change to current language.

14.1.1.3 Reassignment

No change to current language.

14.1.2 Work Locations

No change to current language.

14.1.2.1 (no title)

No change to current language.

14.1.2.2 (no title)

No change to current language.

14.1.2.3 (no title)

No change to current language.

14.1.2.4 (no title)

No change to current language.

14.1.2.5 (no title)

No change to current language.

14.1.3 Vacancy

A vacancy is ~~an authorized~~ position in the Bargaining Unit without an incumbent who is a regular classified employee ~~that the District intends to fill~~.

14.1.4 Reclassification

No change to current language.

14.1.5 Promotion

No change to current language.

14.2 Vacancy

The District shall fill a vacant position in the Bargaining Unit within ninety (90) days of the date it becomes vacant. When the vacancy occurs the District may convert the position FTE to a different position in the Bargaining Unit, or relocate the position in the Bargaining Unit to another operating unit or work location in the Bargaining Unit. ~~The District reserves the right not to fill a position when it becomes vacant. Prior to announcing a vacancy, the District may modify the position, change or reduce the hours of the position, convert the position FTE to a different position, or relocate the position to another operating unit or work location.~~

14.2.1 Announcing Vacancy

Vacancies will be announced to classified staff a minimum of fifteen (15) working days in advance of its closing date for applicants. The District reserves the right to open all vacancies to the public if the vacancy is not filled pursuant to the voluntary transfer/promotion process described in Section 14.3 of this Agreement. ~~The District further agrees it is the District's intent to fill a vacancy within ninety (90) days of the vacancy announcement.~~

14.3 Voluntary Transfer/Promotion Process

No change to current language.

14.4 Selection Process

No change to current language.

14.4.1 Hiring Committee

No change to current language.

14.5 Administrative Transfers

No change to current language.

14.5.1 Increase in Daily Commute

In the event that an administrative transfer results in an increase daily round-trip commute of more than ten (10) twelve (12) miles, the District will reimburse the affected employee for the increased commute mileage at the rate authorized by Board Policies for the period of twelve (12) full calendar months from the effective date of the administrative transfer.

14.5.2 Rate of Pay

No change to current language.

14.5.3 Appeal of Administrative Transfer

No change to current language.

14.5.4 Notice of Administrative Transfer

An employee who is administratively transferred permanently will receive written notice no less than thirty (30) days in advance of the effective date of the transfer as follows:

~~14.5.4.1~~ (no title)

~~Within the work location - minimum of two (2) working days; or~~

~~14.5.4.2~~ (no title)

~~To a satellite of the work location - minimum of five (5) working days;  
or~~

~~14.5.4.3~~ (no title)

~~To other locations - minimum of ten (10) working days.~~

14.6 Employment Status - Voluntary Transfer/Promotion

No change to current language.

14.6.1 Probationary Employee

No change to current status.

14.6.2 Permanent Employee

No change to current language.

Article 15: Working Out of Classification and Reclassification

Note: This initial LRCEA proposal intentionally excludes the "Mutually Agreed To Out of Class Claims Notification And Claims Process and Procedure of May 7, 2012."

15.1 Working Out of Classification

No change to current language.

15.1.1 Definition

Pursuant to Education Code Sections 88009 and 88010, no employee in the Bargaining Unit shall be required to perform duties not fixed and prescribed for his or her position classification by the District Board of Trustees pursuant to Education Code Section 88009, unless those duties reasonably relate to those fixed for his or her position classification, for any period of time that exceeds five (5) working days within a fifteen calendar day period. An employee in the Bargaining Unit may be required to perform duties inconsistent with those assigned his or her regular position classification by the Board of Trustees for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and, in amounts of salary that reasonably reflect the duties required to be performed outside his or her normal assigned duties. Out of classification work is defined as performing duties and assuming responsibilities in a job classification above or different than those in the employee's regular job classification.

15.1.2 Out of Classification Pay

No change to current language.

15.1.3 Effects of Holiday and Board-Granted Days Off on Out of Classification Pay

No change to current language.

15.1.4 Compensation for Sick Leave When Working Out of Classification

No change to current language.

15.1.5 Compensation for Other Leaves When Working Out of Classification

No change to current language.

15.1.6 Request for Out of Classification Pay

No change to current language.

15.1.6.1 Out of Classification Form

No change to current language.

15.1.7 Denial of Out of Classification Pay

No change to current language.

15.2 Reclassification

No change to current language.

15.2.1 Duties of White Collar Employees

No change to current language.

15.2.2 Performance Limitations

No change to current language.

15.2.3 Approval of Reclassification

No change to current language.

15.2.4 Request for Reclassification

No change to current language.

15.2.5 Investigation of a Request for Reclassification

No change to current language.

15.2.6 Reclassification Review Board Review of Recommended Requests for Reclassification

No change to current language.

15.2.7 Appeal of Denial to Reclassification Review Board

No change to current language.

15.3 Job Classification Review

No change to current language.

15.3.1 Selection of Classification Families

No change to current language.

15.3.2 Joint Job Classification Review Committee

No change to current language.

15.3.3 Scope of Job Classification Review

The job classification review is intended to provide a review of the job classifications within the classification families selected for review through determining the currency of the job duties as described in the job classification and to review the placement of the selected job classifications within the bargaining unit compensation structure. The job classification review process includes new job classifications and new job descriptions proposed by the District or LRCEA, and in such cases proposals shall be made in writing and submitted through the

District's Human Resources Director for distribution to the members of the Joint Job Classification Review Committee, and shall be placed on the meeting agenda of the Committee for its next meeting following that submission.

15.3.4 Preparation of Material for Employee Review

No change to current language.

15.3.5 Distribution of Material to Employees

No change to current language.

15.3.6 Timelines for Employee Comments

No change to current language.

15.3.6.1 Content of Employee Comments

No change to current language.

15.3.7 Committee Review of Employee Comments

No change to current language.

15.3.7.1 Committee Review of Proposed New Job Classification and Proposed New Job Description

Within thirty (30) days of its receipt of the material pertaining to a proposed new job classification and/or proposed new job description pursuant to Section 15.3.3 of this Agreement, the committee shall meet to commence discussions on that proposal.

15.3.8 Deliberations of the Committee

Within thirty (30) calendar days of the close of the committee meeting described in Section 15.3.7 and/or Section 15.3.7.1 of this Agreement, LRCEA and the District shall exchange written material describing their respective positions on the issues being reviewed by the committee. This written material shall include clear and concise information regarding the reason(s) each party has taken their particular position on the job classification, job description, or classification family under review.

15.3.9 Meeting of the Parties

The committee members representing their respective parties shall, within thirty (30) calendar days of the exchange of material described in Section 15.3.8 of this Agreement, commence meeting and negotiating over the issued in dispute regarding the job classification(s), job description(s), and classification family(ies), and any salary or other changes affecting such job classification(s) and/or job description(s) and/or classification family(ies) therein. This meeting and negotiating shall continue for a period of thirty (30) workdays, with meeting and negotiating sessions occurring no less than one-half (1/2) workday each week during that thirty (30) workday period.

15.3.9.1 Release Time for Meeting and Negotiating

Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, for meeting and negotiating over the issues in dispute.

15.3.10 Mediation

No change to current language.

15.3.11 Fact-finding

No change to current language.

15.3.12 Implementation

No change to current language.

15.3.13 Cost of Implementation

No change to the current language.

15.3.14 Review of Reclassification Process

No change to current language.

15.3.14.1 Committee Recommendations

No change to current language (includes a) and b).

Article 16: Professional Growth and Career Development

16.1 District Commitment and Funding

No change to current language.

16.1.1 Source of Funds (conforms to MOU)

The District will allocate up to \$84,716 for professional development activities each contract year, and this allocation includes any remaining balance of the Staff Development Leave Program allocation, and any remaining balance of the carryover from prior contract years. Any amount in excess of the \$84,716 will be included as a Unit specific resource as defined in A.1.8 of this Agreement.

~~Each Spring, the District and LRCEA shall meet to review the projected balance of staff development funds both from prior years and the current allocation from unused staff development leaves related to the LRCEA Staff Development Leave Program described in Article 7 of this Agreement to determine whether the full amount shall be carried forward or re-directed to support other unit costs.~~

16.1.2 Allocation to District Work Locations

No change to current language.

16.1.2.1 District Work Locations

No change to current language.

16.1.3 Use of Funds

No change to current language.

16.1.4 Promotion of Staff Development Leave Program

No change to current language.

16.2 Reimbursement of Enrollment Fees and Books - Los Rios Courses

The District will reimburse fees, including the Universal Transit Pass and Student Representation Fee, and cost of books, not to exceed \$1100.00 ~~\$1000.00~~ per Los Rios fiscal year, for any regular employee who enrolls in any of the district colleges and outreach centers. Classes must be taken outside the employee's scheduled work assignment and books must be purchased at a Los Rios bookstore and required for the classes taken and completed under this section. Receipts and grade reports or transcripts must accompany the request for reimbursement. Any amount received from selling back the books must be deducted from the original cost of the books.

16.3 Reimbursement of Tuition Fees - Non-Los Rios College

The District will reimburse tuition fees up to \$1100.00 ~~\$1000.00~~ per Los Rios fiscal year, not to exceed a lifetime maximum of \$2200.00 ~~\$2000.00~~, for any regular employee who enrolls in and completes prior-approved classes with a grade of "C" or higher at any accredited college, providing the following criteria have been met:



- a. (no title) No change to current language.
- b. (no title) No change to current language.
- c. (no title) No change to current language.
- d. (no title) No change to current language.
- e. (no title) No change to current language.

16.3.1 (no title)

FTE Classified Staff Development Funds shall be used for any tuition reimbursement above \$2000.00 ~~\$1800.00~~, up to a lifetime maximum of \$2200.00 ~~\$2100.00~~.

Article 17: Miscellaneous Provisions

17.1 Definitions

No change to current language.

17.1.1 Non-Exempt Employees

No change to current language.

17.1.2 Permanent Employees

No change to current language.

17.1.3 Probationary Employees

No change to current language.

17.1.4 Regular Employee

No change to current language.

17.1.5 Seniority

No change to current language.

17.1.6 Length of Service

No change to current language.

17.1.7 Hours in Paid Status

No change in current language.

17.2 Employee Discipline

No change to current language.

17.2.1 Right to Representation

The District shall not interview and/or question any employee in the Bargaining Unit, formally or informally, with the intent to impose discipline without the employee being advised of his or her right to have their LRCEA representative present during the meeting as per Board Regulation 6914, Section 2.1.5, and not before the District has contacted the LRCEA President regarding the intent to impose discipline on the employee, allowing a reasonable time for the employee to consult with LRCEA before such meeting is convened.

17.2.2 Board Policy and Administrative Regulations

No change to current language.

17.3 Work Locations

No change to current language.

- 17.3.1 (no title) No change to current language.
- 17.3.2 (no title) No change to current language.
- 17.3.3 (no title) No change to current language.
- 17.3.4 (no title) No change to current language.
- 17.3.5 (no title) No change to current language.

17.4 Personnel Records

No change to current language.

17.4.1 Grievance Files

No change to current language.

17.4.2 Review of Permanent Personnel File by Employee

No change to current language.

17.4.3 LRCEA Access to Employee Personnel File

No change to current language.

17.4.4 Material Excluded from Permanent Personnel File

No change to current language.

17.4.5 Disciplinary Documents

No change to current language.

17.4.6 Other Exclusions

No change to current language.

17.4.7 Employee's Right to Copy of Permanent Personnel File Contents

No change to current language.

17.5 Police Communication Dispatchers Uniforms

No change to current language.

17.5.1 Initial Issuance of Uniform

No change to current language.

17.5.2 Supplemental Uniform Allowance

The District agrees to provide a regular uniform allowance for Police Communication Dispatchers of \$400.00 ~~\$350.00~~ for each fiscal year after the first year of the initial issuance of uniforms. This allowance maybe used to purchase specific items specified in Section 17.5.1.

17.6 Captions

No change to current language.

Article 18: Savings Provision

No change to current language.

Article 19: Support of Agreement

No change to current language.

Page 64: Initial LRCEA Collective Bargaining Proposal-December 12, 2013

Article 20: Effect of Agreement

No change to current language.

Article 21: No Strike and No Lock Out clause

LRCEA will be prepared to meet and negotiate with the District over the language of a no strike and no lockout provision for the new agreement, when LRCEA and the District have reached tentative agreement on all other provisions of that new agreement.

~~21.1 No Strike~~

~~Employees represented by LRCEA and LRCEA agree not to sanction or participate in any strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District, including compliance with requests by other labor organizations to do so, during the term of this Agreement.~~

~~21.2 No Lockout~~

~~Similarly, the District agrees that it will not conduct a lockout of employees during the term of this Agreement.~~

Article 22: Management Rights

22.1 (no title)

The District retains the rights it is afforded pursuant to the EERA, subject to the terms and conditions of this Agreement and applicable law.

~~It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are, consistent with the terms of this Agreement and with applicable law, exclusive right to: determine the organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees consistent with the terms of this Agreement and applicable law.~~

22.2 (no title)

~~The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms and in conformance with law.~~

22.3 (no title)

~~The district retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The term "Cases of Emergency" as used above specifically refers to any Act of God, natural disaster, or other calamity affecting the District. The determination of whether or not an emergency exists is solely within the discretion of the Board. However, before the Board determines that an emergency exists, the Board must state a factual basis which justifies its determination and such action must be reasonably necessary.~~



Article 23: Committee Participation

23.1 LRCEA Committee Representation

No change to current language.

23.2 Joint Job Classification Review Committee

A joint committee shall be established to review and discuss select classifications families and job classifications therein, and new job classifications in accordance with Section 15.3 of this Agreement. The joint committee shall also be charged with reviewing the reclassification process in accordance with Section 15.3.14 of this Agreement.

23.3 Staff Development Leave

No change to current language.

23.4 Location and District Health and Safety Committee

No change to current language.

23.4.1 Location Health and Safety Committee

A LRCEA representative may be appointed by the LRCEA President to serve on each location health and safety committee in accordance with Section 12.4.1 of this Agreement.

23.4.2 District Health and Safety Committee

A LRCEA representative may be appointed by the LRCEA President to serve on the District health and safety committee in accordance with Section 12.6 of this Agreement.

23.5 District-wide Budget Advisory Committee

No change to current language.

23.6 Reclassification Review Board

No change to current language.

23.6.1 LRCEA Business Agent

No change to current language.

23.7 LRCEA/District Joint Labor Management Committee

No change to current language.

23.7.1 Committee Composition

No change to current language.

23.7.1.1 Committee Representation

No change to current language.

23.7.2 Committee Chair

No change to current language.

23.7.2.1 Meeting Schedule

No change to current language.

23.7.2.2 Operating Guidelines

No change to current language.

23.7.3 Release Time for Committee Meetings

No change to current language.

23.7.4 Purpose of Committee

No change to current language.

Article 24: Term of Agreement

24.1 (no title)

This Agreement shall be effective as of July 1, 2014, and shall be binding upon the Board, the LRCEA and its members; this Agreement shall remain in full force and effect through June 30, 2017. Provisions of this Agreement apply to those Unit members who are employees of record on the effective date of this Agreement and those employed throughout its term.

24.2 (no title)

The parties acknowledge that during the negotiations which results in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and LRCEA for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively unless mutually agrees upon with respect to any subject or matter expressly covered by this Agreement, however, with regard to those matters expressly covered by this Agreement and new issues resulting from action by the District, the District shall meet and negotiate with LRCEA regarding such action by the District, upon written request to do so by LRCEA.

24.3 (no title)

In the Spring of 2015 for the 2015-16 fiscal year, and the Spring of 2016 for the 2016-17 fiscal year, the District and LRCEA will meet and negotiate regarding ~~to discuss possible options for~~ the redistribution of available revenues ~~that are currently defined~~ referred to in Appendix A and B of this Agreement. It is understood that the cost of any step increments that may be allocated or committed in the preceding fiscal years of this Agreement which relate to implementation of LRCEA's existing salary schedule shall have first priority of such available funds.

24.4 (no title)

No change to current language.

Appendix A: Salary and Benefits 2014-15

It is the intent of LRCEA that each provision of Appendix A (described in the current collective bargaining agreement 2011-14) will be the subject of meeting and negotiating regarding all matters related to the wages, fringe benefits, and other economic issues pertaining to employees in the LRCEA Bargaining Unit during the period July 1, 2014 through June 30, 2015.

Appendix B: Salary and Benefits 2015-16 and 2016-17

It is the intent of LRCEA that each provision of Appendix A (described in the current collective bargaining agreement 2011-14) will be the subject of meeting and negotiating regarding all matters related to the wages, fringe benefits, and other economic issues pertaining to employees in the LRCEA Bargaining Unit during the period July 1, 2015 through June 30, 2017.

Note: New Section B.4.1 (no title) is added regarding staff development leave allocations pursuant to the MOU agreed to by LRCEA and the District, as follows:

"Any amounts described in Section 16.1.1 shall be included as a resource to the Unit."

Attachment 1: Calculations of Available Growth Revenues & Related Growth Costs, 2014-2017

It is the intent of LRCEA that each provision of Appendix A (described in the current collective bargaining agreement 2011-14) will be the subject of meeting and negotiating regarding all matters related to the wages, fringe benefits, and other economic issues pertaining to employees in the LRCEA Bargaining Unit during the period July 1, 2014 through June 30, 2017.

Appendix C: Salary Schedule

It is the intent of LRCEA that the Salary Schedule described in Appendix C of the current collective bargaining agreement (2011-14), will be the subject of meeting and negotiating regarding adjustments to salary ranges, salary steps, longevity steps, and other economic issues related to said Salary Schedule for the LRCEA Unit during the period July 1, 2014 through June 30, 2017.

Appendix D: Forms

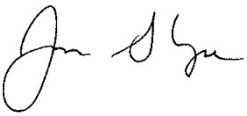
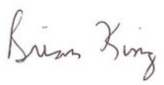
- \* Report of Job Performance - No change to current language.
- \* Employee Request/Authorization for Out of Classification  
Pay/Temporary Reclassification (P103E) - No change to current  
language.
- \* LRCEA Grievance Form - No change to current language.
- \* Request for Reclassification - No change to current language
- \* Compensatory Time Off Timesheet - No change to current language.



# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	2013-14 Program Development Funds	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	<input type="checkbox"/>
		INFORMATION	<input checked="" type="checkbox"/>

**BACKGROUND:**

Program Development Funds are also referred to as PDF or 20% funds. These are the District’s discretionary funds for allocation to new continuing and one-time only purposes. The funds are comprised of both prior and current year resources per established formulas. Schedule I summarizes the funds available for the 2013-14 allocation. The overall guidelines for PDF allocations are: 1) to be responsive to the District/Colleges’ planning process and related goals and objectives; 2) to address any current or future emphases directed by the Governing Board; 3) to fund mandates or new costs imposed upon the District; 4) to balance the distribution across District-wide needs; and 5) to maintain the District’s conservative fiscal practices.

A key factor in the apportionment of the funds is matching the type of resource (continuing or one-time-only) to the nature of the allocation. The type of revenue establishes or limits the type of expenditure that can be funded. For 2013-14, a portion of continuing funds was required to cover the shortfall from the continuing resource reductions made during the budget crisis. With the shortfall funded, the PDF includes some initial restoration of reductions, as well as funding some on-going costs with continuing resources rather than one-time as was necessitated in recent years. Selected categorical program and special resources revenues are also included in the PDF allocation as listed on Schedule I.

**STATUS:**

Net continuing resources for 2013-14 are \$760,810. Growth earned in 2012-13 was almost entirely offset by the funding deficit. Most of the continuing funds are from this year’s COLA of 1.57%. Growth for 2013-14 is not included following the longstanding practice of allocating Growth funds in the year following the year they are earned. One-time resources total \$6,410,198 with \$3,390,566 from general purpose sources and \$3,019,632 from categorical or special resources. Categorical include the restoration by the State of funds for Instructional Equipment and Library Materials as well as Scheduled Maintenance and Special Repairs. Schedule II summarizes the allocations by strategic goal with the detailed allocations shown on schedule III.

The allocations include funds to backfill the EOPS and DSPS programs that were only partially

restored by the State, as well as additional counseling services. Access is also increased through allocations supporting additional sections at the CRC-Elk Grove Center as well as for the summer term. Release time in support of college initiatives is fully restored. Also included are two line items for the one-time and on-going costs for replacing the library management system as well as certain other capital needs of the colleges.

**RECOMMENDATION:**

This item is presented for the Board's information and discussion.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**2013-14 Program Development Funds**  
**Summary of Resources**

	Available Funds	Continuing Funds	Non-Cont. or OTO Funds
<b>General Purpose:</b>			
COLA, Final 2011-12 Recalculation	\$1,042,879	\$801,315	\$241,564
Lottery (20% \$)	2,320,316		2,320,316
Out of State Tuition	(12,750)	(12,750)	
Interest Income	380,752	(31,833)	412,585
Mandate Block Grant	269,735		269,735
Other (Recycled prior year PDF)	290,581	144,215	146,366
Total General Purpose Revenue	4,291,513	900,947	3,390,566
 Prior Year Continuing Shortfall	 (140,076)	 (140,076)	
 <b>Total 2013-14 Program Development Funds</b>	 <b>4,151,437</b>	 <b>760,871</b>	 <b>3,390,566</b>
<b>Selected Categorical/Special Revenue Resources:</b>			
Scheduled Maintenance & Special Repairs	607,624		607,624
State Instructional Equipment & Library Materials	607,613		607,613
Special Capital Outlay Fee	252,499		252,499
Lottery, Proposition 20	1,551,896		1,551,896
<b>Total Selected Categorical/Special Rev. Resources</b>	<b>3,019,632</b>		<b>3,019,632</b>
 <b>Total Resources</b>	 <b>\$7,171,069</b>	 <b>\$760,871</b>	 <b>\$6,410,198</b>
 Percentage Distribution	 <u>100%</u>	 <u>11%</u>	 <u>89%</u>

**Summary of 2013-14 Program Development Funds**  
**Generated by Fiscal Year**

2011-12 Funding Sources	\$258,088	\$0	\$258,088
2012-13 Funding Sources	1,856,844	732	1,856,112
2013-14 Funding Sources	1,886,000	756,000	1,130,000
Prior Year Shortfall & Recycled PDF	150,505	4,139	146,366
<b>Total 2013-14 Program Development Funds</b>	<b>\$4,151,437</b>	<b>\$760,871</b>	<b>\$3,390,566</b>

**LOS RIOS COMMUNITY COLLEGE DISTRICT  
2013-14 Program Development Funds  
Summary of Proposed Allocation by Strategic Goal**

<b><u>Strategic Plan Goal:</u></b>	Continuing Costs (Recoveries)	One-Time Only	Total	% of Total
A. Student Success	\$ -	\$ 275,271	\$ 275,271	3.8%
B. Teaching and Learning Effectiveness	328,350	2,219,034	2,547,384	35.5%
C. Access and Growth	260,838	1,625,822	1,886,660	26.3%
D. Community, Economic and Workforce Development	-	175,000	175,000	2.4%
E. Organizational Effectiveness	171,683	2,115,071	2,286,754	31.9%
<b>Total Allocations</b>	<b>760,871</b>	<b>6,410,198</b>	<b>7,171,069</b>	
<b>Grand Total</b>	<b>\$ 760,871</b>	<b>\$ 6,410,198</b>	<b>\$ 7,171,069</b>	<b>100.0%</b>

Los Rios Community College District  
Proposed Allocation of Program Development Funds  
and Selected Categorical Programs  
2013-14 District Strategies

	District- Wide	ARC	CRC	FLC	SCC	DO/FM	Total Continuing	Total One-Time Only	Total
<b>A. STUDENT SUCCESS</b>									
1) <u>Counseling Expansion</u>									
a) Allocation to support additional 1.3 FTE above 900:1		23,200	23,200	23,200	23,200			92,800	92,800
2) <u>Support Categorical Programs</u>									
a) District Backfill for program reductions		68,747	27,792	16,218	56,328			169,085	169,085
3) <u>Other Student Support Services</u>									
a) Student Access Card - ASG Revenue Offset (none due to reductions)					13,386			13,386	13,386
b) Pathways Project (year one of three)					13,386			13,386	13,386
Total Other Student Support Services					13,386			13,386	13,386
<b>Total Strategy A - Student Success</b>	-	<b>91,947</b>	<b>50,992</b>	<b>39,418</b>	<b>92,914</b>			<b>275,271</b>	<b>275,271</b>
<b>B. TEACHING AND LEARNING EFFECTIVENESS</b>									
1) <u>Program Expansion/Maintenance</u>									
a) Improve Full-Time:Part-Time Ratio ( <i>deferred</i> )									
b) Additional FTEF for Elk Grove Center (spring 2014)			115,000				-	115,000	115,000
Total Program Expansion	-	-	115,000	-	-	-	-	115,000	115,000
2) <u>Instructional Equipment &amp; Library Materials</u>									
a) College Allocation for 2013-14		193,313	88,192	50,185	150,923			482,613	482,613
b) SIEF toward new Library Management System	125,000							125,000	125,000
Total SIEF&LM	125,000	193,313	88,192	50,185	150,923			607,613	607,613
3) Operational Costs for new Library Management System <i>(implemented in 2013-14)</i>	28,000 (28,000)						28,000	(28,000)	28,000 (28,000)
4) <u>State Lottery Funds (Restricted Prop. 20)</u>									
a) College Allocations based upon FTES		568,533	259,372	147,595	443,863			1,419,363	1,419,363
b) Support Library Electronic Database	132,533							132,533	132,533
Total Restricted Lottery	132,533	568,533	259,372	147,595	443,863	-	-	1,551,896	1,551,896
5) Support for Pre-requisite Implementation	5,000							5,000	5,000
6) Reassigned Time - Program coordination		35,700	20,400		-			56,100	56,100
7) Reassigned Time for Accreditation ( <i>.60 FTE - Spring</i> )		15,400	15,400	15,400	15,400			61,600	61,600
8) Restore Presidents'/Chancellor's Release Time ( <i>2.50 total FTE</i> )	30,035	30,035	30,035	30,035	30,035		300,350	(150,175)	150,175
<b>Total Strategy B - Teaching &amp; Learning Effectiveness</b>	<b>292,568</b>	<b>842,981</b>	<b>528,399</b>	<b>243,215</b>	<b>640,221</b>	<b>-</b>	<b>328,350</b>	<b>2,219,034</b>	<b>2,547,384</b>

\* The process for selecting the new library management system will be concluded in Spring 2014. If additional funds are needed, they will be provided in the 2014-15 PDF process.

Los Rios Community College District  
Proposed Allocation of Program Development Funds  
and Selected Categorical Programs  
2013-14 District Strategies

	District- Wide	ARC	CRC	FLC	SCC	DO/FM	Total One-Time		Total
							Continuing	Only	
<b>C. ACCESS AND GROWTH</b>									
1) <u>Summer Instructional Program</u>									
a) Restore FTE (3.0 FTE)	150,144						150,144		150,144
b) Summer 2014 (2.0 FTE)	(100,096)							(100,096)	(100,096)
2) <u>Maintain Programs</u>									
a) College Operation/Discretionary Funds									
Formula Increase - 2013-14 Final									
2012-13 Final									
Total Operational \$ Increase Formula (includes COLA)									
b) JPA - Public Safety Agencies		226,000						226,000	226,000
Total College Operational/Discretionary Funds	-	240,556	15,493	43,956	36,689	-	110,694	226,000	336,694
3) <u>Spring Marketing Campaign</u>	33,000							33,000	33,000
4) <u>Cosumnes River College</u>									
a) Science Building HVAC ( <i>Special Capital Outlay fee</i> )			30,000					30,000	30,000
b) Sidewalk replacement			27,000					27,000	27,000
5) <u>Folsom Lake College</u>									
Physical Education Equipment ( <i>Special Capital Outlay Fee</i> )				30,000				30,000	30,000
6) <u>Sacramento City College</u>									
Sidewalks for F Lot					30,000			30,000	30,000
7) <u>Plant Maintenance &amp; Enhancement</u>									
a) Scheduled Maintenance/Special Repairs (SMSR) Program									
1. State Funds	7,500	275,874	70,000	85,000	139,000	30,250		607,624	607,624
2. District Match	7,500	275,874	70,000	85,000	139,000	30,250		607,624	607,624
b) Retrocomm	39,000							39,000	39,000
c) Parking Garages - maintenance/lighting						20,000		20,000	20,000
d) DSA Fees						1,150		1,150	1,150
e) Poppy Ridge						7,000		7,000	7,000
f) Facilities Master Plans	67,520							67,520	67,520
Total Plant Maintenance & Enhancement	121,520	551,748	140,000	170,000	278,000	88,650	-	1,349,918	1,349,918
<b>Total Strategy C - Access and Growth</b>	<b>204,568</b>	<b>792,304</b>	<b>212,493</b>	<b>243,956</b>	<b>344,689</b>	<b>88,650</b>	<b>260,838</b>	<b>1,625,822</b>	<b>1,886,660</b>
<b>D. COMMUNITY, ECONOMIC and WORKFORCE DEVELOPMENT</b>									
1) College Advancement	175,000							175,000	175,000
<b>Total Strategy D - Community, Economic and Workforce Development</b>	<b>175,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>175,000</b>	<b>175,000</b>

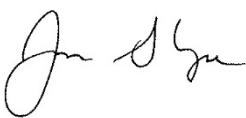
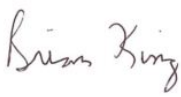
Los Rios Community College District  
Proposed Allocation of Program Development Funds  
and Selected Categorical Programs  
2013-14 District Strategies

	District- Wide	ARC	CRC	FLC	SCC	DO/FM	Total One-Time		Total
							Continuing	Only	
<b>E. ORGANIZATIONAL EFFECTIVENESS</b>									
	.2	.20		2.00					
1) <u>Employee Training/Development &amp; Recruiting Costs</u>									
a) Staff Development - District Funds		65,360	30,241	17,893	52,399	9,107		175,000	175,000
b) Less: \$75,000 Continuing from PDF (2004-05)		(29,488)	(12,410)	(5,947)	(23,725)	(3,430)		(75,000)	(75,000)
c) Staff Development - Net 2013-14 PDF		35,872	17,831	11,946	28,674	5,677		100,000	100,000
Total Employee Training/Dev. Costs	-	35,872	17,831	11,946	28,674	5,677	-	100,000	100,000
2) <u>Classified Staff Allocations</u>									
a) Reclassification Review Board, estimate	75,000						75,000		75,000
b) Child Care Centers - Reclassification and PERS Support		79,510	54,739		60,247			194,496	194,496
Total Classified Staff Allocations	75,000	79,510	54,739	-	60,247	-	75,000	194,496	269,496
3) <u>Management</u>									
a) Salary Support for Conversions			9,343			9,840	19,183		19,183
Total Management Allocations	-	-	9,343	-	-	9,840	19,183	-	19,183
4) <u>Non-Instructional Equipment</u>									
a) Allocate using General Purpose FTE ( <i>suspended for 2013-14</i> )		-	-	-	-	-		-	-
5) <u>Information Technology (District-wide)</u>									
a) Operational Costs	720,400							720,400	720,400
b) Analytics Software	37,800							37,800	37,800
c) Replace Storage Area Networks, other equipment*	1,050,375							1,050,375	1,050,375
Total Information Technology (District-wide)	1,808,575	-	-	-	-	-	-	1,808,575	1,808,575
* <i>Balance of special capital outlay fee</i>									
6) <u>Organizational Costs</u>	H								
a) Legal, Audit & Actuarial Services	40,000	(.80)	.40			.4	28,000	12,000	40,000
b) ADA Accomodation	15,000		(.80)			(.80)	15,000		15,000
c) Membership Dues	34,500						34,500		34,500
Total Organizational Costs	89,500	-	-	-	-	-	77,500	12,000	89,500
<b>Total Strategy E - Organizational Effectiveness</b>	<b>1,973,075</b>	<b>115,382</b>	<b>81,913</b>	<b>11,946</b>	<b>88,921</b>	<b>15,517</b>	<b>171,683</b>	<b>2,115,071</b>	<b>2,286,754</b>
<b>GRAND TOTAL</b>	<b>2,645,211</b>	<b>1,842,614</b>	<b>873,797</b>	<b>538,535</b>	<b>1,166,745</b>	<b>104,167</b>	<b>760,871</b>	<b>6,410,198</b>	<b>7,171,069</b>

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Other Post-Employment Benefits (Retiree Health) Update	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jon Sharpe	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	<input type="checkbox"/>
		INFORMATION	<input checked="" type="checkbox"/>

**BACKGROUND:**

Since the 1970's, the District has provided a contribution toward the cost of medical premiums for retired employees. Eligible retirees receive either a credit toward their premium if they are participating in one of the District's retiree medical plans or a reimbursement from the District if they have coverage through a non-District plan. Benefits such as these are referred to as other post-employment benefits (OPEB).

Early on, the District recognized that the provision of this benefit should be funded during the working lifetime of employees. In 1986, the District conducted an actuarial study to determine the annual funding required for both current and past service obligations. Continuing funds were appropriated and increased as needed based upon updated actuarial reports.

In the initial years of the plan, the District's contribution was sufficient to cover the premium for retirees who were participating in the lowest cost District plan. Increases to the contribution were generally tied to investment returns to protect the District's ability to fund benefits for both current and future retirees. However, the rapid increase in premiums in recent years has outpaced the District's funding such that the current contribution only partially offsets the cost of premiums for retirees.

Over time, the District modified the eligibility requirements as well. Lengthening the time required to vest allowed the District to maintain the program for all employees as a lifetime benefit. In recent years, many agencies have modified their programs to either end benefits upon eligibility for Medicare or to not provide any benefit to new employees.

Even though most public agencies provide post-employment benefits, until relatively recently, there was no requirement to disclose the annual required contribution, the past service liability, or the amount of funding set-aside to pay for these benefits.



In accordance with GASB 43 and 45, all public agencies are now required to obtain periodic actuarial valuations for their OPEB plans and disclose the annual required contribution whether it is funded or not.

The District implemented GASB 43 and 45 in fiscal year 2007-08. One requirement is to conduct an actuarial study (valuation) for the plan every two years. In addition, GASB 45 required any assets designated for the provision of OPEB benefits be placed in an irrevocable trust. The Board approved Wells Fargo Bank as the trustee as well as the investment advisor for the trust funds.

**STATUS:**

The District is fully funded for its OPEB obligations as of July 1, 2013. The current monthly contribution is \$225. Staff will present a report covering the most recent actuarial report, current funding levels and investment results.



**RECOMMENDATION:**

The item is presented for the Board's information and discussion.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	AACC/ACCT Federal Legislative Priorities	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 JP Sherry	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King	ACTION	
		INFORMATION	X

**BACKGROUND:**

It is the policy of the Board of Trustees that the Los Rios Community College District play an active role in influencing legislation that will have a significant impact on the District, its students and its staff.

**STATUS:**

The AACC/ACCT Community College National Legislative Summit will occur the second week of February 2014 in Washington, D.C. The Legislative Priorities AACC and ACCT seek to advance on Capitol Hill that week include the following: Maintaining the Pell Grant Program; Community College Funding; Improving the Higher Education Act; Strengthening Workforce Development; Preserving and Extending the Community College and Career Training Grant Program (TAACCCT); Enhancing the Carl D. Perkins Career and Technical Education (CTE) Act; Helping Community Colleges Serve Veteran Students; Passing the Development, Relief and Education for Alien Minors (DREAM) Act; Improving the Elementary and Secondary Education Act (ESEA).

**RECOMMENDATION:**

This item is presented for the Board's information and discussion.

## 2013 COMMUNITY COLLEGE FEDERAL LEGISLATIVE PRIORITIES

### **Maintain the Pell Grant Program**

Pell Grants assist 3.35 million low- and moderate-income community college students each year by helping them meet the cost of tuition, course material, and living expenses. 37% of all community college credit students receive a Pell Grant. The program must be sustained without any further limitations in student eligibility. Additionally, Congress should restore eligibility for the year-round Pell Grant, "ability-to-benefit" students, and revisit the current 12 semester cap on eligibility.

### **Community College Funding**

Congress should nullify looming across-the-board funding cuts. It should consider restoring funding for higher education and training programs, including: the Workforce Investment Act's job training and adult basic education programs; Federal Supplemental Educational Opportunity Grants; Federal Work Study; Carl D. Perkins Basic State Grants; institutional aid programs such as Strengthening Institutions (Title III, Part A), Hispanic Serving Institutions (HSIs), Asian American and Native American Pacific Islander Serving Institutions, Tribal Colleges, and Predominately Black Institutions (PBIs) programs; and the National Science Foundation's Advanced Technological Education (ATE) program.

### **Improve the Higher Education Act**

In reauthorizing the Higher Education Act (HEA), Congress needs to focus on the unique mission and contribution of community colleges. States must be encouraged to maintain critical funding. Support should be given to institutions and students to advance credential attainment. Consumer information must be usable and representative. Completion measures must fully incorporate the transfer and workforce development role of community colleges. Federal student aid programs should be simplified and provide access to higher education for a wide range of students, including those attending part-time and year-round. Regulatory burden must be minimized. Cohort default rates must recognize low rates of borrowing to avoid unfairly limiting future students' aid eligibility. Appropriate limitations to prevent student indebtedness under the Direct Loan program must be reexamined, and loan repayment options should be consolidated.

### **Strengthen Workforce Development**

Congress should reauthorize the Workforce Investment Act (WIA) this session, prioritizing the role that community colleges play in educating American's workforce. This should be achieved, in part, by authorizing the Community College to Career Fund, ensuring that community colleges are members of state and local workforce investment boards, and making programs at public institutions of higher education automatically eligible for training funding. Additionally, the Adult Education and Family Literacy Act (AEFLA) is a critical component of addressing adult literacy issues. Community colleges serve as key adult education providers and, in some cases administer AEFLA funding. Support for this program should be dramatically enhanced.

### **Preserve and Extend the Community College and Career Training Grant Program (TAACCCT)**

The first three years of the Trade Adjustment Assistance Act Community College and Career Training Grant Program have been extremely successful. The program delivers high quality, relevant training to TAA-eligible and other workers. It encourages new program delivery and has generated cooperative agreements between a wide range of institutions and business. The final year (FY 2014) of dedicated funding should be awarded as scheduled and Congress should consider providing continuing funding for this or a similar program after FY 2014.

### **Enhance the Carl D. Perkins Career and Technical Education (CTE) Act**

In reauthorizing the Carl D. Perkins CTE Act, Congress should maintain program flexibility, allowing community colleges to effectively tailor funds to address local needs while strengthening CTE programs. The reauthorization should enhance provisions in current law that provide students with clear pathways to college and career readiness, and strengthen ties between educational institutions and local businesses. Perkins, WIA and other federal accountability reporting requirements should be identical across programs wherever appropriate.

### **Help Community Colleges Serve Veteran Students**

Community colleges need additional support in their traditional and essential role of assisting both veterans and active duty service members. Veterans must receive comprehensive counseling and related services about all educational options and Congress should fund the HEA's Centers of Excellence for Veterans Success program. Community colleges support balanced efforts to protect military and veteran students by providing them with needed information and advice to make sound educational decisions.

### **Pass the Development, Relief and Education for Alien Minors (DREAM) Act**

The Development, Relief and Education for Alien Minors (DREAM) Act provides a path to legal status for thousands of undocumented students who were brought to the U.S. as children, worked their way through high school, and now face an uncertain future. The DREAM Act returns to states the decision of whether to extend in-state tuition to undocumented students. The Deferred Action for Childhood Arrivals program marked a step in the right direction, but Congress must now finish the job of allowing these students to be full contributors to our economy and society.

### **Improve the Elementary and Secondary Education Act (ESEA)**

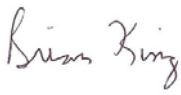
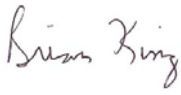
As Congress reauthorizes this key education statute it needs to consider the critical role that community colleges play in supporting the nation's K-12 system. Community colleges look to partner with the federal government to offer more dual enrollment programs and early college high schools for targeted populations. The colleges' prominent role in teacher preparation should be better supported through the ESEA. Additionally, Congress should focus the importance of national college and career readiness to help reduce the need for remedial education and improve student time-to-degree.

*Priorities as of November 2013. An updated 'Green Sheet' will be included in the NLS registration packets.*

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 8, 2014

<b>SUBJECT:</b>	Update on LRCCD Enrollment Campaign	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Brian King 	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	Brian King 	ACTION	<input type="checkbox"/>
		INFORMATION	<input checked="" type="checkbox"/>

**BACKGROUND:**

Earlier this year, Associate Vice Chancellor for Communications and Media Relations Mitchel Benson was tasked with planning and implementing an advertising/marketing campaign aimed at increasing enrollment at the four Los Rios colleges for the spring semester. Since then, District staff has been working with students, staff and faculty at our colleges to help shape the messaging and approach.

**STATUS:**

The District’s plan is to use social media, digital advertising and video – and, perhaps, cable TV – to get the word out. The District is working with a Sacramento-based marketing firm to help us with the enrollment campaign. We are using two themes: “Find Your Success” and “Get Schooled” and we are also employing video stories about a couple of students at each of the colleges talking about why they chose Los Rios. In short, we are using paid advertising and free social media postings to drive potential new students to a new Web page, <http://success.losrios.edu>, that will help guide students through the “Los Rios Steps to Success” to become fully enrolled and registered students.

**RECOMMENDATION:**

This overview of the enrollment campaign is presented for the Board’s information.