

LOS RIOS COMMUNITY COLLEGE DISTRICT

BOARD MEETING AGENDA

Wednesday, April 10, 2019

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: March 20, 2019 (page 3)	Brian King
B. Curriculum Proposals: ARC/CRC/FLC/SCC (page 15)	Jamey Nye
C. Disposition of Surplus Equipment (page 39)	Theresa Matista
D. Ratify: Bid Transactions (page 40)	Theresa Matista
E. Ratify: Grants and Contracts Awarded (page 41)	Brian King
F. Ratify: Affiliation and Other Agreements (page 43)	Theresa Matista
G. Purchase Orders, Warrants, Checks and Electronic Transfers (page 45)	Theresa Matista
H. Sabbatical and Professional Development Leaves (page 47)	Theresa Matista
I. Regular Human Resources Transactions (page 54)	Theresa Matista

4. FIRST READING

A. Board Policy Revision: P-8611 Conflict of Interest Code (page 65)	JP Sherry
B. Board Policy Revision: P-9414 Retirement Benefits (page 70)	JP Sherry

5. ACTION

A. No. 2019-02: Authorizing the Sale of General Obligation Bonds: Measure M, Series D (page 76)	Theresa Matista
B. Contract Award: FLC Veneer Repair Rebid (page 140)	Theresa Matista
C. Board Policy Revision: P- 8321 Contracts and Contract Procedures (page 141)	JP Sherry
D. Resolution No. 2019-03: Authorizing Election Under Public Contract Code Section 22030 (page 148)	JP Sherry

6. INFORMATION

A. Dual Enrollment Memorandum of Understanding: El Dorado Union High School District (page 150)	Whitney Yamamura
B. District Veteran Resource Services (page 163)	Jamey Nye

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. CLOSED SESSION
Closed session may be held as authorized by law for matters including, but not limited to collective bargaining (Rodda Act), Education Code provisions, pending litigation, etc.

A. Pursuant to Government Code section 54957: Complaint against Public Employee

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

12. ADJOURNMENT

LOS RIOS BOARD OF TRUSTEES			
John Knight President ▪ Area 3	Robert Jones Vice President ▪ Area 2	Dustin Johnson ▪ Area 1 Ruth Scribner ▪ Area 4 Pamela Haynes ▪ Area 5	Deborah Ortiz ▪ Area 6 Tami Nelson ▪ Area 7 Danny Thirakul ▪ Student Trustee
Regular Board Meetings are generally 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.			
Next Meeting: May 15, 2019 ▪ Regular Board Meeting ▪ Location: American River College			
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: www.losrios.edu			
Help Us Help You			
Los Rios Community College District strives to make reasonable accommodations in all of its programs, services and activities for all qualified individuals with disabilities. Notification (568-3021) 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: April 10, 2019

SUBJECT:	Board Meeting Minutes: March 20, 2019	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Brian King, Chancellor <i>Brian King</i>	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

STATUS:

The minutes of the Board of Trustees meeting held on March 20, 2019 are attached for Board review and consideration.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the minutes of the meeting held on March 20, 2019.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Board Meeting Minutes
Wednesday, March 20, 2019

1. CALL TO ORDER

The board meeting was called to order by President Knight at 5:30 p.m., in the Winn Center Community Room at Cosumnes River College, 8401 Center Parkway, Sacramento, California.

Present:

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

Mr. Danny Thirakul, Student Trustee

Dr. Brian King, Chancellor

2. ORAL COMMUNICATIONS

James Frazee addressed the Board of Trustees regarding the faculty hiring committee.

Students from the Rex and Margaret Fortune Early College High School addressed the Board of Trustees regarding their success and appreciation of the program.

3. CONSENT CONSIDERATIONS

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

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

A. *Board Meeting Minutes: February 13 and 22-23, 2019*

That the Board of Trustees approve the minutes of the meetings held on February 13 and 22-23,

2019.

B. Curriculum Proposals: American River, Cosumnes River, Folsom Lake and Sacramento City Colleges

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

C. Cosumnes River College and Rex and Margaret Fortune Early College High School Memorandum of Understanding

That the Board of Trustees approve the Memorandum of Understanding with the Rex and Margaret Fortune Early College High School.

D. Appointments: Citizens' Bond Oversight Committee

That the Board of Trustees appoint Mr. Nathan Taylor for a two-year term up to a maximum of three consecutive terms and Ms. Aliane Murphy-Hasan to a third two-year term on the District's Citizens' Bond Oversight Committee.

E. Claim: Justin Briones

That the Board of Trustees reject the claim of Justin Briones and refer the matter to the District's insurance administrators.

F. Disposition of Surplus Equipment

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

G. Ratify: Bid Transactions

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

CHANGE ORDERS					
Bid No	Description	Change Amount	Change Number	Vendor	New Contract Total
17026	SCC Union Stadium concrete decking repair. Concrete flat work required to provide accessible route for egress.	\$1,532.00	2	Pro-Builders	\$1,143,936.00
17026	SCC Union Stadium concrete decking repair. Increase for campus directed re-painting of the press box.	\$4,747.87	4	Pro-Builders	\$1,148,723.00

17026	SCC Union Stadium concrete decking repair. Increase for campus directed painting the new logo at ceiling of locker room.	\$1,398.00	5	Pro-Builders	\$1,150,121.00
17026	SCC Union Stadium concrete decking repair. Additional steps at the bottom of seating area to comply with codes.	\$12,452.00	6	Pro-Builders	\$1,162,573.00
17026	SCC Union Stadium concrete decking repair. Relocating the gate and adjusting the opening.	\$2,026.00	7	Pro-Builders	\$1,164,599.00
17026	SCC Union Stadium concrete decking repair. Reconstruction of existing electrical closet walls and ceiling to comply with codes.	\$10,873.00	8	Pro-Builders	\$1,175,472.00
18021R	ARC Campus Monument North & South signs. Change LED display communication from transmitter to 4G. Capture unused allowance.	\$2,174.80	1	A Good Sign & Graphic	\$144,094.80
18031R	FLC Electrical vehicle charging stations	\$2,957.30	Allowance Item	Cabar Electric Inc.	\$69,935.30
16017	SCC Davis Center Phase 2 construction add variable frequency drives on fume hood and revise duct size	\$59,369.16	4	Broward Builders Inc.	\$11,514,628.54
BID AWARDS					
Bid No	Description	No of Responses	Award Date	Successful Vendor	Contract Amount
19013	ARC South Well Decommissioning	1	2/14/19	TNT Industrial Contractors Inc.	\$134,682.00

H. Ratify: Grants and Contracts Awarded

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

Title, Description, Term, Project Administrator	College/Unit	Amount	Source
UCD Collaboration on Vertically Integrated Projects Program <ul style="list-style-type: none"> • Funding to facilitate a partnership with SCC and UCD STEM Strategies Group to provide undergraduate research opportunities, an end-of-year SCC Research Symposium and a visit to the UCD laboratory. • 7/01/2018 through 6/30/2019 • Administrator: Andrea Gaytan / Dean, Davis Center 	SCC	\$4,000	University of California, Davis
Deputy Sector Navigator – ICT / Digital Media / DSN Coordinator	CRC	\$200,000	Rancho

Agreement <ul style="list-style-type: none"> • Funding to provide support for hosting and supervising the North / Far North Region Deputy Sector Navigator for ICT / Digital Media • 11/01/2018 through 10/31/2019 • Administrator: Joel Powell/Dean, Business/Family Science 			Santiago Community College District / Deputy Sector Navigator
LRCCD MESA Scholarships <ul style="list-style-type: none"> • Funding to provide scholarships to students in the MESA program. • 6/01/2018 through 6/1/2019 • Administrator: Roger Davidson / Dean, Natomas Center • 	DO	\$3,000	Teichert Foundation
Nursing Program Support (Enrollment Growth) <ul style="list-style-type: none"> • Funding to address student attrition and retention and to increase the growth and capacity of the California Community College Associate Degree Nursing Program. • 7/01/2018 through 6/30/2019 • Administrator: Jim Collins / Dean, Science and Allied Health Division 	SCC	\$118,758	California Community College Chancellor's Office

I. Ratify: Affiliation and Other Agreements

That the Board of Trustees Ratify and/or approve the agreements as listed.

1. Below is a list of Allied Health Agreements for clinical placements and Internships for Los Rios students. While the District is obligated under these agreements to cooperate and provide educational services pursuant to these agreements, none of them require payment or receipt of funds.

ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS

Agency	Clinical Program	Campus	Contract Date	Term
Rosewood Post - Acute Rehab	LVN	SCC	02/4/19	Evergreen
Shriners Hospitals for Children's	HIT	CRC	01/30/19	Evergreen
City of Berkeley Fire Dept.	PMED	ARC	08/17/18	EXP: 08/08/2021
Village Dental Care	Dental Asst.	SCC	12/14/18	Evergreen

- * LVN – License Vocational Nurse
- * HIT – Health Information Technician
- * PMED – Paramedic

INTERNSHIP AGREEMENTS

Company/Agency	Internship Type	ID Number	Contract Date	Term
KCRA.TV	Broadcast	1414998	01/31/2019	05/31/2019

2. Below is a list of Facility Use Agreements for events where the facilities are provided free of charge or events where the District has or will receive payment from the user.

ON-CAMPUS FACILITY USE AGREEMENTS

Campus	Type of Agreement	Permit Number
EDC	Facility Use	EDC-19-1
EDC	Facility Use	EDC-19-012
EDC	Facility Use	EDC-2019-005
EDC	Facility Use	EDC-2019-006
EDC	Facility Use	EDC-2019-007
FLC	Facility Use	FLC 19-002
FLC	Facility Use	FLC 19-003
FLC	Facility Use	FLC 19-004
FLC	Facility Use	FLC 19-006
FLC	Facility Use	FLC 19-007
FLC	Facility Use	FLC 19-010
FLC	Facility Use	FLC 19-011
FLC	Facility Use	FLC 19-012
FLC	Facility Use	FLC 19-013
FLC	Facility Use	FLC 19-014
FLC	Facility Use	FLC 19-016
FLC	Facility Use	FLC 19-022
FLC	Facility Use	FLC 19-026
FLC	Facility Use	FLC 19-027
CRC	Facility Use	C19-0071
SCC	Facility Use	S19-0013
SCC	Facility Use	S19-0034
SCC	Facility Use	S19-0038
SCC	Facility Use	S19-0066
SCC	Facility Use	S19-0074
SCC	Facility Use	S19-0075
SCC	Facility Use	S19-0078
SCC	Facility Use	S19-0079
SCC	Facility Use	S19-0081
SCC	Facility Use	S19-0083
SCC	Facility Use	S19-0087
SCC	Facility Use	S19-0090
SCC	Facility Use	S19-0095
Harris Center	Facility Use	12812
Harris Center	Facility Use	12899
Harris Center	Facility Use	13213
Harris Center	Facility Use	13340
Harris Center	Facility Use	13542
Harris Center	Facility Use	13543
Harris Center	Facility Use	13544
Harris Center	Facility Use	13545
Harris Center	Facility Use	13546
Harris Center	Facility Use	13551
Harris Center	Facility Use	13552
Harris Center	Facility Use	13560
Harris Center	Facility Use	13562
Harris Center	Facility Use	13572
Harris Center	Facility Use	13602
Harris Center	Facility Use	13617
Harris Center	Facility Use	13629
ARC	Facility Use	1026
ARC	Facility Use	1027
ARC	Facility Use	1028
ARC	Facility Use	1029
ARC	Facility Use	1030
ARC	Facility Use	1031

ARC	Facility Use	1032
ARC	Facility Use	1033
ARC	Facility Use	1034
ARC	Facility Use	1035
ARC	Facility Use	1036
ARC	Facility Use	1037
ARC	Facility Use	1038
ARC	Facility Use	1039

J. Purchase Orders, Warrants, Checks and Electronic Transfers

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

PURCHASE ORDERS		
General Fund	0001103429-0001103940 B119792-B119818	\$ 7,383,819.34
Capital Outlay Fund	0003018124-0003018169	
Child Development Fund	0006000856-0006000856	
Self-Insurance Fund	0009000422-0009000423	
WARRANTS		
General Fund	773483-775511	\$ 22,799,723.39
General Fund-ARC Instructional Related	009425-009486	
General Fund-CRC Instructional Related	023255-023281	
General Fund-FLC Instructional Related	031465-031496	
General Fund-SCC Instructional Related	47499-47556	
Capital Outlay Fund	833488-833623	
Student Financial Aid Fund	900384-900435	
Child Development Fund	954638-954655	
Self-Insurance Fund	976502-976517	
Payroll Warrants	422312-423512	\$ 7,568,852.72
Payroll Vendor Warrants	65103-65240	
February Leave Process	423513-426362	
CHECKS		
Financial Aid Disbursements (E-trans)	-	\$ 24,295,275.76
Clearing Checks	2805-2806	\$ 6,055.38
Parking Checks	3134-3137	\$ 599.00
Bookstore Fund – ARC	33447-33545	\$ 1,509,527.53
Bookstore Fund – CRC	28405-28494	
Bookstore Fund – FLC	10538-10564	
Bookstore Fund – SCC	050822-050908	
Student Clubs Agency Fund – ARC	5775-5791	\$ 118,021.57
Student Clubs Agency Fund – CRC	4986-5018	
Student Clubs Agency Fund – FLC	2620-2631	
Student Clubs Agency Fund – SCC	4127-4168	
Foundation – ARC	6180-6203	\$ 65,387.56
Foundation – CRC	2662-2684	
Foundation – FLC	1707-1714	
Foundation – SCC	4829-4850	
Foundation – DO	1038-1047	
Associated Students Trust Fund – ARC	1006-1009	\$ 4,027.97

Associated Students Trust Fund – CRC	0879-0880	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	USI Check System 6385-6483 Manual checks 9222-9223	\$ 1,042,200.37
ELECTRONIC TRANSFERS		
Board of Equalization	-	\$ 9,800.00
PARS	-	\$
Vendors	-	\$
Backup Withholding	-	\$ -
Retiree Health Trust	-	\$ -
Self-Insurance	-	\$ 112,766.20
Bookstore	-	\$ 86,439.64
Payroll Direct Deposit Advices	960455-965378	\$ 12,082,771.52
Other Payroll Transactions	-	\$ 4,986.00

K. Hiring Manual for LRCCD Faculty

That the Board of Trustees approve the Faculty Hiring Manual for Los Rios Community College District Faculty.

L. Human Resources Transactions

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

4. ACTION

A. American River College: Naming the SAFE Credit Union Math Learning Space in the new STEM Building

A motion was made by Trustee Ortiz, seconded by Trustee Haynes, that the Board of Trustees approve the naming of the Math Learning Space on the 2nd Floor of the new STEM Building in honor of SAFE Credit Union and their gift to the STEM Center and the Los Rios Promise Campaign.

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

B. California Community Colleges Classified Employee of the Year

A motion was made by Trustee Scribner, seconded by Trustee Nelson, that the Board of Trustees endorse the nomination of Jae Anderson of Folsom Lake College, for the 2019 California Community Colleges Classified Employee of the Year Award.

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

C. Board Representatives to College Graduation Programs: May 22, 2019

A motion was made by Trustee Haynes, seconded by Trustee Ortiz, that the Trustees be appointed to attend the college graduation programs as follows:

ARC	John Knight, Deborah Ortiz
CRC	Ruth Scribner
FLC	Tami Nelson
SCC	Dustin Johnson, Pam Haynes

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

D. 2019 CCCT Board Election

A motion was made by Trustee Jones, seconded by Trustee Ortiz, that the Board of Trustees discuss and approve no more than seven nominated candidates from the official ballot.

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

E. Contract Awards: SCC Imron Access Control and SCC Door Hardware and Cylinder upgrade

A motion was made by Trustee Haynes, seconded by Trustee Nelson, that the Board of Trustees award the contract for Bid 19014 to Bobo Construction Inc. for a total contract amount of

\$1,542,434.00 and award the contract for Bid 19015 to Bobo Construction Inc. for a total contract amount of \$1,646,062.00

Roll Call Vote:

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

No: None

Absent: None

Student Trustee: Aye

Motion carried; 7:0

5. INFORMATION

A. Cosumnes River College: The First Year Experience (FYE) as Guided Pathway

Cosumnes River College President Ed Bush presented information on The First Year Experience (FYE) as a Guided Pathway. The mission of the FYE is to give new students the best start possible in their academic career.

6. BOARD MEMBER REPORTS

Trustee Nelson attended the #RealCollege survey results press release about student housing & food insecurity, as well as the Hispanic Chamber luncheon.

Trustee Haynes attended the District's EEO training and commended everyone who was involved in that process. She also attended the A2Mend Conference and noted she is very proud of CRC's participation.

Trustee Scribner shared her recent experience of chairing a WASC visit for Franklin High School, and said the team commended the partnerships with our district. She also shared some proposed process changes that could affect dual enrollment.

Trustee Johnson shared that the reason he requested to attend the Sacramento City College commencement this year is to see one of his reentry clients graduate because he has told every one of them that if they got a college degree he would be there.

Trustee Thirakul attended the #RealCollege survey results press release about housing & food insecurity, as well as the recent Board of Governors' meeting, at which he spoke in favor of AB705. He shared that he applied to be the student board member on the BOG.

Trustee Knight thanked staff for another informative board retreat.

7. FUTURE AGENDA ITEMS

No future agenda items were discussed.

8. REPORTS AND COMMENTS

The following constituency representatives presented reports to the Board:

Arianna Livingston, President, American River College Student Senate
Jennifer Patrick, President, Cosumnes River College Classified Senate
Carlos Lopez, President, Districtwide Academic Senate
Jason Newman, Cosumnes River College Representative, LRCFT

Chancellor's Report:

ARC: ARC is holding a diverse line-up of activities for Spring 2019 Wellness Week, March 18-21. Topics to be covered included personal safety/self-defense, healthy relationships, nutrition, stress management, DUI awareness, mental health, and more. The ARC Health Center is sponsoring the week's events, working with campus departments and community partners such as CalFresh, WEAVE, SNAP-ed, and NAMI Sacramento.

CRC: CRC was one of the recipients of this year's SMUD Shine Award Grants. Careers & Technology Dean Kim Harrell wrote the grant for a tiny house village and sustainable landscape project and was awarded more than \$48,000 to help fund it. The project will align with the grant goal of energy-efficiency, energy conservation or greenhouse gas reduction. With the funding, the college will build four tiny homes at the Northeast corner of campus that will be designed by architecture students, with plans developed by ADT students and tiny homes built by construction students. Solar modeling will be done by a new class in photovoltaic systems and will be inspected by building inspection students. The grant specifically covers the equipment and solar energy system to run a tiny home. It will provide valuable workforce training in designing and building energy efficient tiny homes and sustainable landscaping that will serve as a living lab on the CRC campus.

FLC: FLC's Muslim Student Association & Alliance (MSA&A) club was first chartered this past fall with the goal of educating and spreading awareness about Islam and helping to encourage Muslim college students to work together through philanthropic and interfaith work, and has quickly connected with the student body and the greater campus community. In late February, faculty advisor David Lacy, club president Maraam Abul-Haija, and other members of MSA&A volunteered with the Sacramento Tree Foundation to plant valley oaks, pines, and other shade trees at Southwoods Park in Southern Sacramento County. This April, the club will be one of the premier sponsors of International Night, a tent pole event of the college's Social Justice Spring lineup.

SCC: It has been an emotional few weeks at SCC, and the college has been working to provide supports for its campus communities regarding the recent announcements about the outcome of the investigation into Stephon Clark's tragic death and the subsequent civil action throughout Sacramento. As you know, this issue hits home for many SCC students because Stephon Clark is a former student at Sacramento City College. On Thursday, March 7, SCC's Black Student Union, together with Sac State BSU, organized a walkout and march through Sacramento that ultimately amassed an estimated 300 college and high school students. The entire college leadership team

– including faculty, classified, student and administrative leaders – have been focused on ensuring that students have the opportunity to be heard while helping to keep them safe in the process. While a very difficult time for the college and all of Sacramento, it has been encouraging how our college leaders have come together in support of the students we serve.

The Chancellor announced the following retirements:

Retirement			Years of Service
Barbara Izzo	Library Technician	SCC	8+
Lisa Garcia	Child Development Center Supervisor	SCC	12
Catherine Deutscher	Confidential Administrative Assistant III	CRC	16
Ryan Cox	Associate Vice Chancellor, Human Resources	DO	18+
Donna Johnson	Student Personnel Assistant – Transfer Services	SCC	28
Deborah Blair	Kinesiology, Health, and Athletics Professor	SCC	31
Robert Knable	Music Professor	SCC	38+

9. CLOSED SESSION

General Counsel Sherry announced closed session as listed below. The following board members went into closed session at 7:40 pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Ortiz, Ms. Nelson and Ms. Scribner.

- A. Under Government Code section 54956.9; Conference with Legal Counsel; Existing Litigation; Sacramento Superior Court # 34-2018-00237361

Closed Session Adjourned: 7:50 pm

Open Session: 7:52 pm

10. OPEN SESSION: REPORT OF ANY ACTION TAKEN IN CLOSED SESSION

On the item identified as 9A on the Board agenda, the Board of Trustees voted by a vote of 7 to 0 to approve the settlement of the case identified in that item for a payment to the plaintiff as follows: a payment from the District in the net amount of \$62,800 plus a payment from the faculty member defendant in the net amount of \$17,200.

11. ADJOURNMENT

A motion was made by Trustee Haynes, seconded by Trustee Johnson, that the meeting be adjourned.

President Knight adjourned the meeting at 7:55 pm.

BRIAN KING



Chancellor and Secretary to the Board of Trustees

Draft minutes presented to the Board of Trustees: April 10, 2019

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

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

STATUS:

The District Curriculum Coordinating Committee reviews college proposals for new, modified, or deleted courses and programs; general education guidelines, graduation competencies, grading policies, course placement into disciplines, and discusses and acts on other curriculum related issues. The attached curriculum was approved at the March 29, 2019 meeting.

The District Curriculum Coordinating Committee membership includes the following representatives: American River College –Joe Gilman, Valerie Rose, Al Ahmadi, Lisa Lawrenson; Cosumnes River College –Brian Noel, Amanda Wolcott-Paskey, Torrence Powell; Folsom Lake College – Eric Wada, Carlos Lopez, Monica Pactol; Sacramento City College – Dyan Pease (Chair), Richard Yang, Don Button, Renee Medina, Albert Garcia; District Senate – Alisa Shubb; Articulation Officer – Lynn Fowler; District Office – Tammy Montgomery; and Student Representative: TBA.

RECOMMENDATION:

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

Los Rios Community College District

Recommendation for Adoption by the Board of Trustees

April 10, 2019

COURSE PROPOSALS

Course Deletions

Cosumnes River College

1. **ARCH 302 Introduction to Sustainability in the Built Environment I (1.50 units)**

Justification: The course content of Arch 302 and 303 has been incorporated into the Arch 342, Arch 332, and Arch 334 classes.

2. **ARCH 303 Introduction to Sustainability in the Built Environment II (1.50 units)**

Justification: The course content of Arch 302 and 303 has been incorporated into the Arch 342, Arch 332, and Arch 334 classes.

3. **ARCH 327 Architectural Digital Design and Communication III (2.00 units)**

Justification: There is one objective with this curriculum proposal: 1. We want our students to have exposure to most design technology computer programs (Sketchup, Rhino, Revit, Adobe CS, etc) in their first year so we are adding one unit and the associated content to Arch 325 (Arch Digital Design I) and one unit to Arch 326 (Arch Digital Design II) while deleting the two unit Arch 327 class (Arch Digital Design III) previously taught in the second year. This will position our student better for summer internships after one year of education, as well as exposing them early to the digital programs required for success in CRC architecture courses, transfer university courses, and the architectural workplace.

4. **ENGRD 14 Reading Skills (3.00 units)**

Justification: The CRC English department is restructuring its program to meet AB 705 requirements. We are therefore deleting courses that are several levels below transfer. ENGRD 14 is one of those courses.

5. **ENGRD 15 Basic Reading Skills (3.00 units)**

Justification: The CRC English department is restructuring its program to meet AB 705 requirements. We are therefore deleting courses that are several levels below transfer. ENGRD 15 is one of those courses.

6. **ENGWR 41 Writing Skills (4.00 units)**

Justification: The CRC English department is restructuring its program to meet AB 705 requirements. We are therefore deleting courses that are several levels below transfer. ENGWR 41 is one of those courses.

7. **ENGWR 42 Foundations of Reading and Writing Improvement (3.00 units)**

Justification: The CRC English department is restructuring its program to meet AB 705 requirements. We are therefore deleting courses that are several levels below transfer. ENGWR 42 is one of those courses.

8. **GEOG 481 Honors Seminars: Nature & Culture (3.00 units)**

Justification: This course was designed to be co-taught by faculty from two different disciplines (HUM and GEOG). The college no longer supports this teaching model and this course will not be offered again in the foreseeable future.

9. **GEOG 482 Honors Seminar in Geography (1.00 unit)**

Justification: The CRC Honors Program has formally shifted away from a 1-unit “value added” course-offering model to a 3-unit IGETC-satisfying course-offering model. The Honors Program has no intention of offering HONOR 384/GEOG 482 again in the foreseeable future.

10. **HONOR 370 Honors Seminars in Social Science (1.00 unit)**

Justification: The CRC Honors Program has formally shifted away from a 1-unit “value added” course-offering model to a 3-unit IGETC-satisfying course-offering model. The Honors Program has no intention of offering HONOR 370/SOCSC 480 again in the foreseeable future.

11. **HONOR 382 Honors Seminar: Nature and Culture (3.00 units)**

Justification: This course was designed to be co-taught by faculty from two different disciplines (HUM and GEOG). The college no longer supports this teaching model and this course will not be offered again in the foreseeable future.

12. **HONOR 384 Honors Seminar in Geography (1.00 unit)**

Justification: The CRC Honors Program has formally shifted away from a 1-unit “value added” course-offering model to a 3-unit IGETC-satisfying course-offering model. The Honors Program has no intention of offering HONOR 384/GEOG 482 again in the foreseeable future.

13. **HUM 484 Honors Seminar: Nature & Culture (3.00 units)**

Justification: This course was designed to be co-taught by faculty from two different disciplines (HUM and GEOG). The college no longer supports this teaching model and this course will not be offered again in the foreseeable future.

14. **SILA 330 Introduction to Deaf Culture (3.00 units)**

Justification: The creation of the CRC DEAF Studies Degree resulted the creation of new courses under the DEAF subject area. SILA will no longer be used as a subject area at CRC. SILA 330 has been replaced by DEAF 351. Therefore, SILA 330 should be deleted from the CRC catalog.

15. SILA 332 Educating Deaf People (3.00 units)

Justification: The creation of the CRC DEAF Studies Degree resulted the creation of new courses under the DEAF subject area. SILA will no longer be used as a subject area at CRC. SILA 332 has been replaced by DEAF 352. Therefore, SILA 332 should be deleted from the CRC catalog.

16. SILA 345 Fingerspelling (1.00 unit)

Justification: The creation of the CRC DEAF Studies Degree resulted the creation of new courses under the DEAF subject area. SILA will no longer be used as a subject area at CRC. SILA 345 has been replaced by DEAF 311. Therefore, SILA 345 should be deleted from the CRC catalog.

17. SOCSC 480 Honors Seminars in Social Science (1.00 unit)

Justification: The CRC Honors Program has formally shifted away from a 1-unit “value added” course-offering model to a 3-unit IGETC-satisfying course-offering model. The Honors Program has no intention of offering HONOR 370/SOCSC 480 again in the foreseeable future.

Folsom Lake College

1. CISW 321 Web Site Development using Dreamweaver (3.00 units)

Justification: The course material has been superseded by CISW 320. Industry partners indicate there is little demand for this content.

Sacramento City College

1. AERO 498 Work Experience in Aeronautics (1.00 - 4.00 units)

Justification: This course is not needed and is being deleted as part of program review

2. CISC 295 Independent Studies in Computer Information Science - Core (1.00 - 3.00 units)

Justification: This course is not offered or needed. CISC 495 is the appropriate course for Independent Studies in the CISC discipline.

3. GCOM 498 Work Experience in Graphic Communication (1.00 - 4.00 units)

Justification: All GCOM courses are being moved to new designators (DDSN, ANIM, MODL, and GAME), so this course is being deleted.

New to District Courses

American River College

1. **DCDT 1000 ASE Diesel Engines (T2) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Diesel Engines T2 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Diesel Engines T2 certification test.

2. **DCDT 1001 ASE Drive Train (T3) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Drive Train T3 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Drive Train T3 certification test.

3. **DCDT 1002 ASE Brakes (T4) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Brakes T4 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Brakes T4 certification test.

4. **DCDT 1003 ASE Suspension & Steering (T5) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Suspension and Steering T5 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Suspension and Steering T5 certification test.

5. **DCDT 1004 ASE Electrical/Electronic Systems (T6) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Electrical/Electronic Systems T6 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Electrical/Electronic Systems T6 certification test.

6. **DCDT 1005 ASE Industrial Refrigeration Systems (T7) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Industrial Refrigeration Systems T7 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Industrial Refrigeration Systems T7 certification test.

7. **DCDT 1006 ASE Preventive Maintenance Inspection (T8) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Preventive Maintenance T8 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Preventive Maintenance T8 certification test.

8. **DCDT 1007 ASE Light Vehicle Diesel Engines (A9) (0.25 units)**

Prerequisite: None.

4.50 hours lecture

This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Light Vehicle Diesel Engine A9 certification test.

Justification: This course prepares the Medium/Heavy Duty Truck Technician for taking the Automotive Service Excellence (ASE) Exam for the Light Vehicle Diesel Engine A9 certification test.

9. **MATHS 45 Support for Business Mathematics (2.00 units)**

Prerequisite: None.

Corequisite: MATH 340 or 342

36.00 hours lecture

This course provides intensive instruction and practice in the core mathematical skills, competencies, and concepts necessary for success in Calculus for Business and Economics (MATH 340) and Modern Business Mathematics (MATH 342). Students taking this course must be concurrently enrolled in the corresponding section of MATH 340 or MATH 342. The content of this course is designed to provide arithmetic and algebraic support to students as they learn related concepts in their corequisite course. Topics and homework assignments are often connected to students' assignments in the corequisite course. This course is graded Pass/No Pass.

Justification: In efforts to meet compliance with AB705, the ARC Mathematics Department is adopting several corequisite support courses. This is the support course for MATH 340 and MATH 342. The goal is to provide corequisite support to students to increase their likelihood of passing a transfer level mathematics course in their first year.

10. **MATHS 72 Support for College Algebra for Calculus (2.00 units)**

Prerequisite: None.

Corequisite: MATH 372

36.00 hours lecture

This course provides intensive instruction and practice in the core mathematical skills, competencies, and concepts necessary for success in MATH 372 (College Algebra for Calculus). Students taking this course must be concurrently enrolled in the corresponding section of MATH 372. The content of this course is designed to provide arithmetic and algebraic support to students as they learn related concepts in their corequisite course. Topics and homework assignments are often connected to assignments in the corequisite course. This course is graded Pass/No Pass.

Justification: In efforts to meet compliance with AB705, the ARC Mathematics Department is adopting several corequisite support courses. This is the support course for MATH 372 (College Algebra for Calculus). The goal is to provide corequisite support to students to increase their likelihood of passing a transfer-level mathematics course in their first year.

11. **MATHS 73 Support Course for Trigonometry for Calculus (2.00 units)**

Prerequisite: None.

Corequisite: MATH 373

36.00 hours lecture

This course provides intensive instruction and practice in the core mathematical skills, competencies, and concepts necessary for success in Trigonometry for Calculus (MATH 373). Students taking this course must be concurrently enrolled in the corresponding section MATH 373. The course content is designed to

provide arithmetic, algebra, geometry and learning skills support to students as they learn related concepts in their corequisite course. Topics and homework assignments are often connected to students' assignments in the corequisite course. This course is graded Pass/No Pass.

Justification: In our efforts to meet compliance with AB705, the ARC Mathematics Department is adopting several corequisite support courses. This is the support course for MATH 373. The goal is to provide corequisite support to students to increase their likelihood of passing a transfer-level mathematics course in their first year.

12. MATHS 95 Support for Introduction to Mathematical Ideas (2.00 units)

Prerequisite: None.

Corequisite: MATH 300

36.00 hours lecture

This course provides intensive instruction and practice in the core mathematical skills, competencies, and concepts necessary for success in MATH 300 (Introduction to Mathematical Ideas). Students taking this course must be concurrently enrolled in the corresponding section of MATH 300. The content of this course is designed to provide arithmetic and algebraic support to students as they learn related concepts in their corequisite course. Topics and homework assignments are often connected to assignments in the corequisite course. This course is graded Pass/No Pass.

Justification: In efforts to meet compliance with AB705, the ARC Mathematics Department is adopting several corequisite support courses. This is the support course for MATH 300. The goal is to provide corequisite support to students to increase their likelihood of passing a transfer-level mathematics course in their first year.

Cosumnes River College

1. ADT 301 Introduction to Architectural Design Technology (3.00 units)

Prerequisite: None.

36.00 hours lecture, 54.00 hours laboratory

Introduction to Architectural Design Technology (ADT) is a foundational course for students interested in a career within the Architecture, Engineering and Construction (AEC) industry. The course covers introductory skills needed for success in completing the ADT degree. Students will explore the role of the architectural / building technologist in the AEC industry and the current best practices for use of technology in building design and construction. Upon completion of this course, students will be able to identify potential roles for employment and will be able to utilize various tools and instruments to create freehand, technical and digital drawings for communication of various types of graphics and drawings required in industry. A completed portfolio of work will be required.

Justification: Students are not prepared for the ADT coursework in more advanced classes and need an introduction to the industry, terminology and tools necessary to be successful in this degree path. This course will provide the flowchart of courses to get the ADT degree, the types of work available in the industry and small projects introducing the various tools - both manual and digital - that are used in industry and will be included in the ADT degree.

2. **ESLG 31 Basic English Grammar (3.00 units)**

Prerequisite: ESLW 20 with a grade of "C" or better, or equivalent skills demonstrated through the assessment process.

54.00 hours lecture

This course provides English language learners with an introduction to the basics of English grammar including parts of speech, word form, word order, and the fundamental verb tenses necessary for writing. Students will learn to recognize how words function in English sentences, and be able to identify

Justification: This course is part of the ESL Department redesign in response to AB 705. Initial guidance language from the state suggests that supplemental courses in grammar are appropriate to support the writing development of English language learners. This course is designed to provide English language learners with a fundamental understanding of English grammar. This course supports ESL writers in the new integrated reading and writing course at the novice-high level.

3. **ESLL 41 Listening, Speaking and Presentation Skills for College (3.00 units)**

Prerequisite: None.

54.00 hours lecture

ESLL 41 is a course in college listening and speaking for English language learners at the intermediate-low level. Students improve their listening by learning to take notes while watching short lectures, and they develop their speaking skills through class discussions and short presentations. This course is part of the ESL listening sequence, which is designed to prepare English language learners to take college courses leading to a certificate, degree, and/or transfer.

Justification: This course is in response to AB-705 and our own in-house analysis of student needs. This new 3-unit course will be offered in conjunction with the new integrated reading and writing course; these new courses prepare students for the increased rigor of the accelerated pathway in ESL.

4. **HUM 339 African American Humanities (3.00 units)**

Prerequisite: None.

54.00 hours lecture

This course examines African American experience in the United States through the products of culture created by Black Americans. The course synthesizes the production of music, art, literature, politics and philosophy to understand historic and contemporary influences and experiences of African American identity and expression. Students may be required to attend and analyze at least one live performance of the arts (music, theater, dance) or museum.

Justification: This course fills a gap in Humanities curriculum. It addresses cohort needs with the Umoja program at CRC. This course will fulfill CSU General Education Area C2: Humanities and IGETC Area 3B: Humanities. This course will meet the Ethnic/Multicultural requirement.

5. **PHOTO 278 Flash Photography (1.50 units)**

Prerequisite: PHOTO 301 or 302 with a grade of "C" or better

18.00 hours lecture, 27.00 hours laboratory

This course covers flash photography using digital cameras. Topics of instruction include: on camera flash, flash with cord, off camera flash and multiple strobe effects The class includes: lectures, lab time, field trips, a journal, and a final project.

Justification: Students and our Advisory Committee have expressed a need for more instruction in flash photography. Two of the 270 series courses are required in our degrees and certificates.

6. **RE 296 Internship in Real Estate (3.00 units)**

Prerequisite: RE 300 with a grade of "C" or better

18.00 hours lecture, 108.00 hours laboratory

This course provides students with a supervised, structured, hands-on experience in real estate sales and introduces/develops the skills necessary to assist them in obtaining employment in the real estate industry. Course content will include understanding the benefits and responsibilities of an internship, developing workplace skills identified by local real estate professionals, applying student learning outcomes to work-related activities, and acquiring/enhancing knowledge of the real estate industry through lecture, textbook readings, and guest speakers. In addition to 18 hours of lecture, the student is required to complete 108 hours of work-related internship over the semester.

Justification: This course provides students with a supervised, structured, hands-on experience in real estate to introduce/develop the skills necessary to assist them in obtaining employment in the real estate industry.

7. **WELD 145 Basic Welding Shop Fabrication Skills (3.00 units)**

Prerequisite: None.

36.00 hours lecture, 54.00 hours laboratory

Basic Welding Shop Fabrication (WELD 145) The basic course provides the student the opportunity to design projects with pencil and paper sketches or computer assisted drawing prints with inch or metric measurement standards. The sketches or blueprints will include proper welding symbols, weld bead size and welding parameters common to industry standards. Each project is specifically selected by the student and professor based on skill level, available funds, student skills and applicable welding processes.

Justification: WELD 145 is a newly developed course that is needed for the Welding Program in-order to properly train welding students how to correctly use hand and power tools, read welding symbols, convert metric to standard inch measurement and learn the safety procedures for fabrication tools and machinery common to the welding industry.

8. WELD 151 Welding Industry Training (4.00 units)

Prerequisite: WELD 110, 111, 113, 126, 127, 128, or 129 with a grade of "C" or better

54.00 hours lecture, 54.00 hours laboratory

The WELD 151 Welding Industry Training course is an advanced welding course that prepares students for immediate employment in the welding industry. Students will focus on specific welder qualification procedures to meet industry standards. Students will be able to practice on an industry standard welder qualification procedure in the Shielded Metal Arc Welding process (SMAW), Flux Core Arc Welding process (FCAW), Gas Metal Arc Welding process (GMAW) and Gas Tungsten Arc Welding process (GTAW) during the laboratory portion of the course. The purpose of the WELD 151 course is to prepare the student for a pre-employment qualification welding test that is specific to an industry standard at the desired location of employment. AWS, ASME and API qualifications will be issued by the employer, not the college welding program.

Justification: The purpose of WELD 151 Industry Training course is to educate, train and prepare students for immediate employment into the welding industry. Safety procedures, welding code standards and regulations and specific laboratory assignments will allow students to learn welding skills to meet industry standards. This course will replace the current WELD 120, which is being deleted. Advisory board members and Siemens Manufacturing which hires a significant number of our graduate welding students recommended an Industry Training course.

Sacramento City College

1. MAKR 140 Introduction to Making (2.00 units)

Prerequisite: None.

18.00 hours lecture, 54.00 hours laboratory

This highly immersive, hands-on introductory survey course introduces students to the principles of making and design thinking through fabricating or producing a finished product. Students learn to design and build physical things or spaces, make them work, and integrate them with electronics, software, or mediums of innovation. Students will gain knowledge of common fabrication techniques and skill using the associated tools, such as: 3D printing, CNC (Computer Numerical Control) machining, laser cutting, woodworking and metalworking, large printer and cutter usage, electronics, microcontroller programming, textile making, weaving looms, food and beverage making and processing, and more. Students will use this knowledge and skill in both individual and team settings, and participate in a capstone project. Supplies are provided for all assigned projects. Students who have taken this course as MAKR 299 are not eligible to enroll in this course.

Justification: This course exposes students to makerspace equipment to help them identify areas to explore deeper. Sacramento City College is developing a physical makerspace and digital fabrication facility. Curriculum is being developed across disciplines to utilize this space. This survey course is one of several introductory, no-prerequisite courses to serve as gateways into these fields.

2. MAKR 151 Makerspace Lab I (0.50 - 1.00 units)

Prerequisite: None.

27.00 - 54.00 hours laboratory

This lab course provides access to workshops in the methodologies and practices of making in a contemporary Makerspace / fabrication laboratory environment. Via hands-on trainings, workshops, and instruction, students will gain experience using a variety of equipment used in the Makerspace to design and build projects using materials and equipment such as wood, plastics, metals, textiles, organic matter, 3D printing, milling, electronics, large format printing, sewing machines, looms, and food and beverage processors. Supplies are provided for all training projects for this course but not for larger scale commercial projects. Students have access to all equipment after completing the required safety training and any relevant workshops. Students who have taken this course as MAKR 299 are not eligible to enroll in this course.

Justification: This course will provide the hands-on skills needed to accompany the survey courses designed for entry level makers. Sacramento City College is developing a physical makerspace and digital fabrication facility. Curriculum is being developed across disciplines to utilize this space. This course is one of several introductory, no-prerequisite courses to serve as gateways into these fields.

3. MAKR 152 Makerspace Lab II (1.00 unit)

Prerequisite: MAKR 151 or 151 with a grade of "C" or better

54.00 hours laboratory

This lab course provides access to intermediate-level workshops in the methodologies and practices of making in a contemporary Makerspace / fabrication laboratory environment. Via hands-on trainings, workshops, and instruction, students will gain experience using a variety of equipment used in the Makerspace to design and build projects using materials and equipment such as wood, plastics, metals, textiles, organic matter, 3D printing, milling, electronics, large format printing, sewing machines, looms, and food and beverage processors. Supplies are provided for all training projects for this course but not for larger scale commercial projects. Students have intermediate-level access to all equipment after completing the required safety training and any relevant workshops.

Justification: This course will provide intermediate-level access for students to all the Makerspace equipment and workshops. Intermediate-level workshops and training on particular equipment is required before using the equipment unsupervised.

4. MAKR 153 Makerspace Lab III (1.00 unit)

Prerequisite: MAKR 152 with a grade of "C" or better

54.00 hours laboratory

This lab course provides access to advanced-level workshops in the methodologies and practices of making in a contemporary Makerspace / fabrication laboratory environment. Via hands-on trainings, workshops, and instruction, students will gain experience using a variety of equipment used in the Makerspace to design and build projects using materials and equipment such as wood, plastics, metals, textiles, organic matter, 3D printing, milling, electronics, large format printing, sewing machines, looms, and food and beverage processors. Supplies are provided for all training projects for this course but not

for larger scale commercial projects. Students have advanced-level access to all equipment after completing the required safety training and any relevant workshops.

Justification: This course will provide advanced-level access for students to all the Makerspace equipment and workshops. Advanced-level workshops and training on particular equipment is required before using the equipment unsupervised. Sacramento City College is developing a physical makerspace and digital fabrication facility. Curriculum is being developed across disciplines to utilize this space. This course is one of several introductory, no-prerequisite courses to serve as gateways into these fields.

PROGRAM PROPOSALS

Program Deletion(s)

Cosumnes River College

1. Finance

Justification: This program has not been awarded for many years at CRC as there are not sufficient available courses in the area of finance to constitute a degree. Additionally, in light of consolidation of program offerings and the focus on the AST degrees for transfer, this program has been approved by the Department to be deleted from the catalog.

New Programs

American River College

1. Pile Driver Apprenticeship

This program concentrates on training pile driver apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, welding, and various pile driving topics.

Justification: This certificate includes the training for pile drivers to meet the Division of Apprenticeship Standards (DAS) Journey worker guidelines for the pile drivers apprenticeship program. The pile drivers industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

2. Acoustical Installer Apprenticeship

This degree concentrates on training apprentices to the specific levels required for the acoustical installer industry and has been approved by the State of California Department of Apprenticeship Standards. Training emphasis includes safety, blueprint reading, residential and commercial acoustical installer processes, building codes, estimation, and various carpentry topics.

Justification: This degree includes the training for acoustical installer to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the acoustical installer apprenticeship

program. The acoustical installer industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

3. **Acoustical Installer Level I**

This program concentrates on training apprentices to the level I requirements for the acoustical installer industry and has been approved by the State of California Department of Apprenticeship Standards. Training emphasis includes safety, blueprint reading, residential and commercial acoustical installer processes, building codes, estimation, and various carpentry topics.

Justification: This certificate includes the training for acoustical installer to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the acoustical installer apprenticeship program. The acoustical installer industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

4. **Acoustical Installer Level II**

This program concentrates on training apprentices to the level II requirements for the acoustical installer industry and has been approved by the State of California Department of Apprenticeship Standards. Training emphasis includes safety, blueprint reading, residential and commercial acoustical installer processes, building codes, estimation, and various carpentry topics.

Justification: This certificate includes the training for acoustical installer to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the acoustical installer apprenticeship program. The acoustical installer industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

5. **Acoustical Installer Level III**

This program concentrates on training apprentices to the level III requirements for the acoustical installer industry and has been approved by the State of California Department of Apprenticeship Standards. Training emphasis includes safety, blueprint reading, residential and commercial acoustical installer processes, building codes, estimation, and various carpentry topics.

Justification: This certificate includes the training for acoustical installer to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the acoustical installer apprenticeship program. The acoustical installer industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

6. **Carpenter Apprenticeship Level I**

This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the carpenters apprenticeship program.

Justification: This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the carpenters apprenticeship program. The carpenters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential

management positions. These certificates and degrees will align with the levels of the apprenticeship program.

7. **Carpenter Apprenticeship Level II**

This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the carpenters apprenticeship program.

Justification: This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the carpenters apprenticeship program. The carpenters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

8. **Carpenter Apprenticeship Level III**

This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the carpenters apprenticeship program.

Justification: This certificate includes the training for carpenters to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the carpenters apprenticeship program. The carpenters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

9. **Clean Diesel Industrial**

This certificate prepares students for entry-level positions in the diesel technology industry. Topics include fabrication in the diesel technology industry.

Justification: This program proposal meets the needs of our students and the fabrication industry. Our advisory board requested us to write a certificate that fulfills the needs of the fabrication technician for today's advanced vehicles.

10. **Diesel Engine Technology**

This certificate is designed for students seeking employment in the diesel industry specializing in diesel engine repair.

Justification: This certificate is designed for students looking to go to work in the diesel industry specializing in diesel engine repair.

11. **Drywall/Lathing Level I**

This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the drywall/lathing apprenticeship program.

Justification: This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the drywall/lathing apprenticeship program. The drywall/lathing industry has expressed a need for apprentices and journey worker to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

12. Drywall/Lathing Level II

This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the drywall/lathing apprenticeship program.

Justification: This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the drywall/lathing apprenticeship program. The drywall/lathing industry has expressed a need for apprentices and journey worker to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

13. Drywall/Lathing Level III

This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the drywall/lathing apprenticeship program.

Justification: This certificate includes the training for drywall/lathing to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the drywall/lathing apprenticeship program. The drywall/lathing industry has expressed a need for apprentices and journey worker to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

14. Hardwood Floor Layer Apprenticeship

This program concentrates on training hardwood floor layer apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, and various hardwood floor layer topics.

Justification: This certificate includes the training to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the hardwood floor layer apprenticeship program. The hardwood floor layer industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

15. Insulator Apprenticeship

This program concentrates on training insulator apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, and various insulator topics.

Justification: This certificate includes the training to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the insulator apprenticeship program. The insulator industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

16. Light Duty Diesel Truck

This certificate prepares students for entry-level positions in the diesel technology industry. Topics include theory and operation of light duty diesel engines, computer controlled injection, and emission control systems.

Justification: This program proposal meets the needs of our students and the light duty diesel industry. Our advisory board requested us to write a certificate that fulfills the needs of the light duty diesel technician for today's advanced vehicles.

17. Mill and Cabinet Maker Apprenticeship

This program trains apprentices on the specific levels required for the construction industry and has been approved by the State of California Department of Apprenticeship Standards. It includes safety, blueprint reading, construction processes, building codes, estimation, and various mill and cabinet carpentry topics.

Justification: This degree includes the training for mill and cabinet to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the apprenticeship program. The mill and cabinet industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

18. Mill and Cabinet Maker Level I

This certificate includes the training for mill and cabinet maker to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the mill and cabinet maker apprenticeship program.

Justification: This certificate includes the training for mill and cabinet to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the apprenticeship program. The mill and cabinet industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

19. Mill and Cabinet Maker Level II

This certificate includes the training for mill and cabinet maker to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the mill and cabinet maker apprenticeship program.

Justification: This certificate includes the training for mill and cabinet maker to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the apprenticeship program. The mill and cabinet maker industry has expressed a need for apprentices and journey worker to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

20. Mill and Cabinet Maker Level III

This certificate includes the training for mill and cabinet maker to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the mill and cabinet maker apprenticeship program.

Justification: This certificate includes the training for mill and cabinet maker to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the apprenticeship program. The mill and cabinet maker industry has expressed a need for apprentices and journey worker to have certificates and degrees

for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

21. **Millwright Level I**

This certificate includes the training to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the millwright apprenticeship program.

Justification: This program includes the training for millwright to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the millwright apprenticeship program. The millwright industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. This certificate will align with the levels of the apprenticeship program.

22. **Millwright Level II**

This certificate includes the training to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the millwright apprenticeship program

Justification: This program includes the training for millwright to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the millwright apprenticeship program. The millwright industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. This certificate will align with the levels of the apprenticeship program.

23. **Millwright Level III**

This certificate includes the training to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the millwright apprenticeship program

Justification: This program includes the training for millwright to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the millwright apprenticeship program. The millwright industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. This certificate will align with the levels of the apprenticeship program.

24. **Office Modular Systems Apprenticeship**

This program concentrates on training office modular systems apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, and various office modular systems topics.

Justification: This program includes the training for office modular systems to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the office modular systems apprenticeship program. The office modular systems industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. This certificate will align with the levels of the apprenticeship program.

25. **Office Modular Systems Level I**

This program concentrates on training office modular systems apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, and various required courses for office modular systems Level I.

Justification: This program includes the training for office modular systems to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the office modular systems apprenticeship program. The office modular systems industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. This certificate will align with the levels of the apprenticeship program.

26. **Pile Driver Level I**

This certificate includes the training for pile driver to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the pile driver apprenticeship program.

Justification: This certificate includes the training for pile drivers to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the pile drivers apprenticeship program. The pile drivers industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

27. **Pile Driver Level II**

This certificate includes the training for pile driver to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the pile driver apprenticeship program.

Justification: This certificate includes the training for pile drivers to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the pile drivers apprenticeship program. The pile drivers industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

28. **Pile Driver Level III**

This certificate includes the training for pile driver to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the pile driver apprenticeship program.

Justification: This certificate includes the training for pile drivers to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the pile drivers apprenticeship program. The pile drivers industry has expressed a need for apprentices and journey worker to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

29. **Plumbers/Pipefitters Apprenticeship**

This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the plumbers apprenticeship program.

Justification: This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

30. Plumbers/Pipefitters Apprenticeship

This degree includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the plumbers apprenticeship program.

Justification: This degree includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

31. Plumbers/Pipefitters Apprenticeship Level I

This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) Level I guidelines for the plumbers apprenticeship program.

Justification: This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) Level I guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

32. Plumbers/Pipefitters Apprenticeship Level II

This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) Level II guidelines for the plumbers apprenticeship program.

Justification: This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

33. Plumbers/Pipefitters Apprenticeship Level III

This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) Level III guidelines for the plumbers apprenticeship program.

Justification: This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

34. Plumbers/Pipefitters Apprenticeship Level IV

This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) Level IV guidelines for the plumbers apprenticeship program.

Justification: This certificate includes the training for plumbers to meet the Division of Apprenticeship Standards (DAS) level IV guidelines for the plumbers apprenticeship program. The plumbers and pipefitters industry has expressed a need for apprentices and journey workers to have certificates and

degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

35. Refrigeration Service Technician Apprenticeship

This degree includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the refrigeration apprenticeship program.

Justification: This degree includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

36. Refrigeration Service Technician Apprenticeship

This certificate includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the refrigeration apprenticeship program.

Justification: This certificate includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

37. Refrigeration Service Technician Apprenticeship Level I

This certificate includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) Level I guidelines for the refrigeration apprenticeship program.

Justification: This certificate includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

38. Refrigeration Service Technician Apprenticeship Level II

This certificate includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) Level II guidelines for the refrigeration apprenticeship program.

Justification: This certificate includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

39. Refrigeration Service Technician Apprenticeship Level III

This certificate includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) Level III guidelines for the refrigeration apprenticeship program.

Justification: This certificate includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

40. Refrigeration Service Technician Apprenticeship Level IV

This certificate includes the training for refrigeration to meet the Division of Apprenticeship Standards (DAS) Level IV guidelines for the refrigeration apprenticeship program.

Justification: This certificate includes the training for refrigeration service technician to meet the Division of Apprenticeship Standards (DAS) level IV guidelines for the apprenticeship program. The refrigeration service technician industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

41. Scaffold Erector Apprenticeship

This program concentrates on training scaffold erector apprentices to the specific levels required for the construction industry and has been approved by the State of California Division of Apprenticeship Standards. It includes safety, blueprint reading, commercial construction processes, building codes, estimation, welding, and proper scaffold erection.

Justification: This degree includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) journey worker guidelines for the apprenticeship program. The scaffold erector industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

42. Scaffold Erector Level I

This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) Level I guidelines for the scaffold erectors apprenticeship program.

Justification: This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) level I guidelines for the apprenticeship program. The scaffold erector industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

43. Scaffold Erector Level II

This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) Level II guidelines for the scaffold erectors apprenticeship program.

Justification: This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) level II guidelines for the apprenticeship program. The scaffold erector industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

44. Scaffold Erector Level III

This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) Level III guidelines for the scaffold erectors apprenticeship program.

Justification: This certificate includes the training for scaffold erectors to meet the Division of Apprenticeship Standards (DAS) level III guidelines for the apprenticeship program. The scaffold erector industry has expressed a need for apprentices and journey workers to have certificates and degrees for potential management positions. These certificates and degrees will align with the levels of the apprenticeship program.

Cosumnes River College

1. Fire Prevention

The fire service is one of the most dynamic employers in the country. This CRC program is designed to provide the student with updated skills and knowledge necessary to complete and successfully apply for fire service positions. The curriculum serves as an in-service program as well as a pre-employment program for students seeking employment or advancement in the profession of fire prevention.

Justification: The fire service is one of the most dynamic employers in the country. This CRC program is designed to provide the student with updated skills, knowledge and abilities to complete and successfully apply for fire service positions. The program is appropriate for anyone interested in emergency services with a focus on community risk-reduction. Earning a degree in fire prevention may improve a candidate's employment prospects in this competitive field, where demand for educated workers is increasing. This associate's degree program in fire prevention, provides fundamental training in fire safety, fire suppression and current approaches to minimizing the potential for fire. Students learn about hazards of firefighting, operational characteristics of detection equipment, clues that reveal the sources or causes of fires and prevention planning.

2. Pre-Health Occupations

This degree prepares students interested in a variety of Allied Health occupations. The degree will prepare students with a rigorous course of study prior to selecting the program of their chosen career. Students will complete coursework with an emphasis on basic science, healthcare delivery and culturally competent patient care. Students completing the degree will be prepared to enter programs for careers in Diagnostic Medical Sonography, Medical Assisting, Health Information Technology, Nursing and others. Students may also choose to complete this degree in preparation for transfer to a Health Sciences Baccalaureate degree program. Completion of the degree does not guarantee enrollment in any health occupation program.

Justification: This new degree option is an inter-departmental and inter-college collaboration to give students a degree option in an Allied Health field prior to choosing a specific program. This degree will also help prepare students with the foundation of knowledge relevant to all allied health occupations and therefore the potential for greater success in their chosen field of study.

1. **Kinesiology--Teaching and Coaching**

The Kinesiology, Physical Education, Health Education, Mathematics, Nutrition, and Science courses provide a framework around which Kinesiology-Exercise students may structure a program to prepare them for transfer to a four-year institution. Students are encouraged to refer to requirements from their designated transfer institution to assist them in planning their specific program of study.

Justification: This degree is being created to meet student interests in the field of teaching and coaching.

2. **School Library Media Center**



The School Library Media Center Certificate is designed to prepare students with the skills and knowledge needed to run a school library media center. Students with little or no experience working in libraries will gain a valuable understanding of common job requirements for work in school library media centers. Students who are currently employed in school libraries will gain an improved understanding of their jobs and potentially increase their employment opportunities.

Justification: There is a strong need for well trained library staff in local school library media centers. This certificate will provide training specific to this type of library. Additionally, the smaller unit requirement should enable students to complete the program more quickly than the larger Library and Information Technology Certificate.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Disposition of Surplus Equipment	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

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

STATUS:

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

The surplus items to be recycled or disposed of are either irreparable, obsolete, in poor condition or not needed for district/college operations and include the following: 1 3D scanner; 8 card readers; 1 check reader; 1 computer; 2 credit card terminals; 1 laptop; 4 monitors; 1 photo printer; 6 POS terminals; 2 price checkers; 1 printer and 9 spectrophotometers.

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: April 10, 2019

SUBJECT:	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	<i>Theresa Matista</i> Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	<i>Brian King</i> Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

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

CHANGE ORDERS					
Bid No	Description	Change Amount	Change Number	Vendor	New Contract Total
17025	Multi Campus Year 4 Lighting Prop 39. Replace defective Lunera lights in CRC high bay room 106.	\$2,971.00	8	Big Valley Electric	\$922,622.62
17026	SCC Union Stadium Concrete Decking Repair. Add concrete curb and threshold to avoid water penetration into electrical closet.	\$1,269.00	9	Pro Builders	\$1,176,741.00

BID AWARDS					
Bid No	Description	No of Responses	Award Date	Successful Vendor	Contract Amount
19012	ETW Parking Lot Asphalt Repair	5	3/20/19	Anthem Builders Inc.	\$198,000.00

Bidders	Total Bid
Anthem Builders Inc.	\$198,000.00
Sierra Asphalt Inc.	\$216,500.00
MBC Engineering	\$236,480.00
BRCO Constructors Inc.	\$246,000.00
B & M Builders Inc.	\$249,477.00



RECOMMENDATION:

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

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

BACKGROUND:

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

Title, Description, Term, Project Administrator	College/Unit	Amount	Source
Student Leadership and Capacity Building for Umoja Diop Scholars <ul style="list-style-type: none"> • Funding to build capacity for Umoja Diop Scholars and to develop student leaders among students of African descent by providing professional development, leadership skills, a rich cultural experience, and exposure to the African diaspora. • 1/01/2019 through 12/31/2019 • Administrator: Shannon Cooper / Dean, Counseling 	CRC	\$16,000	California Community College Chancellor's Office
Foster and Kinship Care Education <ul style="list-style-type: none"> • Funding to provide classes to caregivers of children and youth so that these providers may meet the educational, emotional, behavioral and developmental needs of children and youth in the foster care system. • 7/01/2018 through 6/30/2019 • Administrator: Christine Thomas /Vice President of Student Services 	FLC EDC	\$101,385	California Community College Chancellor's Office
Foster & Kinship Care Education Program <ul style="list-style-type: none"> • Funding to provide classes to caregivers of children and youth so that these providers may meet the educational, emotional, behavioral and developmental needs of children and youth in the foster care system. • 7/0/2018 through 6/30/2019 • Administrator: Diana Hicks / Dean, Humanities 	ARC	\$210,925	California Community College Chancellor's Office
Student Leadership and Capacity Building for Umoja Diop Scholars <ul style="list-style-type: none"> • Funding to build capacity for Umoja Diop Scholars and to develop student leaders among students of African descent by providing professional development, 	SCC	\$16,000	California Community College Chancellor's Office

<p>leadership skills, a rich cultural experience, and exposure to the African diaspora.</p> <ul style="list-style-type: none"> • 1/01/2019 through 12/31/2019 • Administrator: Kimberley McDaniel / AVP, Enrollment and Student Services 			
<p>CALPIA Culinary Arts Program</p> <ul style="list-style-type: none"> • Funding to provide a culinary arts program to inmates at Folsom Women’s Facility • 7/01/2019 through 6/30/2020 • Administrator: Torence Powell / AVP, Instruction and Student Services 	CRC	\$50,000	California Prison Industry Administration
<p>Strong Workforce Regional Allocation</p> <ul style="list-style-type: none"> • Funding to enhance and/or expand existing Career and Technical Education (CTE) programs and identify new programs and opportunities for collaboration with colleges and other partners within the region, including but not limited to K-12, adult education, workforce and local industry. • 7/01/2018 through 12/31/2020 • Administrator: Tammy Montgomery / AVC, Instruction 	WED	\$3,392,401	NFN Regional Consortium

RECOMMENDATION:

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Ratify: Affiliation and Other Agreements	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item F	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	<i>Theresa Matista</i>	CONSENT/ROUTINE	X
	Theresa Matista, Deputy Chancellor	FIRST READING	
APPROVED FOR CONSIDERATION:	<i>Brian King</i>	ACTION	
	Brian King, Chancellor	INFORMATION	

BACKGROUND:

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

STATUS:

Pursuant to Board Policy 8315, the agreements and/or extensions for the contracts listed as attached are hereby presented for approval/ratification.

RECOMMENDATION:

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

- Below is a list of Allied Health Agreements for clinical placements and Internships for Los Rios students. While the District is obligated under these agreements to cooperate and provide educational services pursuant to these agreements, none of them require payment or receipt of funds.

ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS

Agency	Clinical Program	Campus	Contract Date	Term
Oroville Hospital	PTA/OTA	SCC	12/3/18	EXP: 12/3/2020

* PTA/OTA – Physical Therapy Assistant/Occupational Therapy Assistant

- Below is a list of Facility Use Agreements for events where the facilities are provided free of charge or events where the District has or will receive payment from the user.



ON-CAMPUS FACILITY USE AGREEMENTS

Campus	Type of Agreement	Permit Number
EDC	Facility Use	EDC-2019-005
EDC	Facility Use	EDC-2019-007
FLC	Facility Use	FLC 19-026
FLC	Facility Use	FLC 19-028
FLC	Facility Use	FLC 19-029
FLC	Facility Use	FLC 19-030
FLC	Facility Use	FLC 19-031
FLC	Facility Use	FLC 19-032
FLC	Facility Use	FLC 19-033
FLC	Facility Use	FLC 19-034
CRC	Facility Use	C19-0072
CRC	Facility Use	C19-0073
CRC	Facility Use	C19-0074
CRC	Facility Use	C19-0075
CRC	Facility Use	C19-0076
CRC	Facility Use	C19-0077
CRC	Facility Use	C19-0078
CRC	Facility Use	C19-0079
SCC	Facility Use	S19-0076
SCC	Facility Use	S19-0077
SCC	Facility Use	S19-0085
SCC	Facility Use	S19-0086
SCC	Facility Use	S19-0088
SCC	Facility Use	S19-0103
SCC	Facility Use	S19-0104
SCC	Facility Use	S19-0106
SCC	Facility Use	S19-0109
Harris Center	Facility Use	12812
Harris Center	Facility Use	13214
Harris Center	Facility Use	13546
Harris Center	Facility Use	13562
Harris Center	Facility Use	13563
Harris Center	Facility Use	13584
Harris Center	Facility Use	13617
Harris Center	Facility Use	13660
Harris Center	Facility Use	13972
ARC	Facility Use	1040
ARC	Facility Use	1041
ARC	Facility Use	1042
ARC	Facility Use	1043

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Purchase Orders, Warrants, Checks and Electronic Transfers	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item G	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

A listing of purchase orders, warrants, checks and wires issued during the period of February 16, 2019 through March 15, 2019 is on file in the District Business Services Office for review.

RECOMMENDATION:


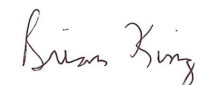
It is recommended that the Board of Trustees approve the numbered purchase orders, warrants, checks and electronic transfers that are reflected on the attached schedule.

PURCHASE ORDERS		
General Fund	0001103941-0001104394 B119819-B119826	\$ 2,883,588.35
Capital Outlay Fund	0003018143-0003018203	
Child Development Fund	0006000857-0006000860	
Self-Insurance Fund	0009000424-0009000424	
WARRANTS		
General Fund	775512-776855	\$ 10,881,674.73
General Fund-ARC Instructional Related	009487-009572	
General Fund-CRC Instructional Related	023282-023327	
General Fund-FLC Instructional Related	031497-031525	
General Fund-SCC Instructional Related	47557-47604	
Capital Outlay Fund	833624-833721	
Student Financial Aid Fund	900436-900438	
Child Development Fund	954656-954672	
Self-Insurance Fund	976518-976525	
Payroll Warrants	426363-427948	\$ 8,388,607.74
Payroll Vendor Warrants	65241-65378	
March Leave Process	427949-429510	
CHECKS		
Financial Aid Disbursements (E-trans)	-	\$ 3,240,679.00
Clearing Checks	2805-2806	\$ 6,055.38
Parking Checks	3134-3137	\$ 599.00
Bookstore Fund – ARC	33546-33615	\$ 738,856.16
Bookstore Fund – CRC	28495-28535	
Bookstore Fund – FLC	-	
Bookstore Fund – SCC	50909-50984	
Student Clubs Agency Fund – ARC	5792-5820	\$ 89,193.35
Student Clubs Agency Fund – CRC	5019-5046	
Student Clubs Agency Fund – FLC	2632-2650	
Student Clubs Agency Fund – SCC	4169-4188	
Foundation – ARC	6204-6212	\$ 86,825.11
Foundation – CRC	2685-2691	
Foundation – FLC	1715-1735	
Foundation – SCC	4851-4889	
Foundation – DO	1048-1055	
Associated Students Trust Fund – ARC	1010-1011	\$ 2,755.82
Associated Students Trust Fund – CRC	0881-0881	
Associated Students Trust Fund – FLC	0733-0735	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	USI Check System 6484-6574	\$ 551,020.41
ELECTRONIC TRANSFERS		
Board of Equalization	-	\$
PARS	-	\$ 93,277.51
Vendors	-	\$
Backup Withholding	-	\$ -
Retiree Health Trust	-	\$ -
Self-Insurance	-	\$ 87,639.20
Bookstore	-	\$ 71,252.07
Payroll Direct Deposit Advices	965379-970442	\$ 13,192,783.34
Other Payroll Transactions	-	\$ 4,986.00

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	2019-20 Sabbaticals/Professional Development Leaves	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item H	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	
		INFORMATION	

BACKGROUND:

The agreement with the Los Rios College Federation of Teachers (LRCFT) provides that at least ten (10) Type A sabbaticals and 2.1 FTE of Type B professional development leaves be granted each year. Type A leaves are leaves of one semester at full pay or one year at half pay. Type B leaves are reassigned time for up to 100% and for up to one year in duration.

The agreement with the LRCFT permits the Professional Standards Committee at each college to recommend the conversion of one or more Type A sabbaticals into equivalent FTE of Type B leaves.

Sabbatical/professional development leave recommendations are presented to the Board in April and November of each year.

The criteria for leaves, as stated in the LRCFT agreement are as follows:

1. Retraining of applicant to allow for future new assignment(s) in a needed area as determined by College and District priorities.
2. Studies, projects or activities that provide staff with opportunities to upgrade academic, technical, and vocational skills and knowledge for current or future assignments.
3. Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.
4. Studies, projects, or activities for development or revision of certificate or degree programs.
5. Studies, projects, or activities related to feasibility or revision of new or existing programs.
6. Studies, projects, or activities for the enhancement of student access and success at the course, program or institutional levels.

RECOMMENDATION:

It is recommended that the attached sabbatical/professional development leaves be approved by the Board of Trustees for the 2019-20 year.

**Spring 2019 Board Agenda
Sabbatical Leaves**

American River College

Type A Leave: Zero (0) Type A Leave Requested

Type B Leave: .800 FTE Type B Leave(s) Requested

Type A Leave Time

Annual FTE

Five (5) Type A Leaves unused during 2019/20

2.500 FTE Type A Leaves remain available for 2019/20 (per LRCFT Section 11.6.8.5)

Type B Leave Time

Annual FTE

Aaron Bradford	English Professor	20%	Fall-2019	.100 FTE
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“Enhancing Online Literature Classes”

Proposal: This project focuses on the development of a guide and development course shells to assist the English Department in offering ENGLT classes online. This work would result in a guide overviewing types of student engagement software and online activities to create active participation and a sense of community, along with examples of creating accessible pages, videos and documents, implementing Universal Design principles, and will walk faculty through creating these types of pages, videos and documents.

Jane Driscoll	ESL Professor	50%	Fall-2019	.250 FTE
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“ESL Listening/Speaking Program Implementation”

Proposal: The focus of this project is serving students by updating curriculum, developing clearer level signifiers, and aligning with AB705 mandates. This would be done through research of current practice within the field, as well as evaluation of student needs, current courses, and materials used. Rubrics need to be developed for consistency within our ESL program. Refining our program would allow us to comply with AB705 by streamlining SLOs to facilitate acceleration.

John Topinka	Biology Professor	50%	Fall-2019	.250 FTE
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“Development, Implementation, and Evaluation of Course-based Undergraduate Research Experience (CURE) for BIOL 400”

Proposal: This project expands the scope of the professor’s current leave involving the development of a model CURE BIOL 400 course. The next phase of the project includes refining the CURE design and survey by connecting with leading national education researchers through a CURE institute, develop a student module for utilizing the statistical package R to analyze our class data and further integrate the model organism Drosophila into our lab design.

**Spring 2019 Board Agenda
Sabbatical Leaves**

Kristina Zajic	Speech Language Pathology Professor	40%	Fall-2019	.200 FTE
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“SLPA Support for ARC Child Development Center”

Proposal: The purpose of this proposal is threefold: 1) to review speech language and hearing screenings performed at ARC’s Child Development Center (CDC) in Fall 2018 and provide the director and teachers with feedback to spark a discussion of areas of speech development, language development and/or hearing levels; 2) to provide training to CDC faculty and staff general information about how to support speech and language (overall communication skills), especially for children who are at risk for a communication disorder or who have been diagnosed with a communication disorder; and 3) to facilitate a 90-minute parent education seminar titled *“Promoting Successful Communication for the Development Child”* for families of ARC, specifically those whose children are enrolled in the CDC, as well as CDC staff and faculty.

.054 FTE Type B Leave unused during 2019/20

.054 FTE Type B Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

**Spring 2019 Board Agenda
Sabbatical Leaves**

Cosumnes River College

Type A Leave: Two (2) Type A Leaves Requested

Type B Leave: Zero (0) FTE Type B Leave Requested

<u>Type A Leave Time</u>	<u>Annual FTE</u>
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Teresa Aldredge	Counselor	50%	Fall-2019		.500 FTE
		50%	Sp-2020		

“Investigating Systemic Change for Disproportionately Impacted (DI) Student While Creating Beacons of Hope for Faculty Working with these Populations”

Proposal: To investigate successful programs and trainings throughout the state and nation that have made systemic changes at the institutional level that address disproportionately impacted students especially African American and other DI populations who continue to be at the bottom of most success indicators. The goal is to provide the knowledge gained during my research and training to share with the campus community particularly instructional faculty on how “we” can improve the success rate of our (DI) students. Secondly, this time will provide me with time needed to refresh and rejuvenate myself as a faculty member so that I can give 100%+ to the college and to our students.

Georgine Hodgkinson	Communication Studies Professor/Professional Development Coordinator	100%	Fall-2019		.500 FTE
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“Bridges Not Walls: An Ethnographic Look into the Culture of Incarceration and Formerly Incarcerated Student Support Services”

Proposal: This sabbatical proposal considers the impact of, and support services for, the growing number of formerly incarcerated students currently enrolled at CRC and other California Community Colleges. It also explores the “culture of incarceration” through an inside look at an on-going legal battle, Heckathorn v. Holland. These complimentary research efforts are designed to deepen understanding about CRC’s formerly incarcerated student population and the support services provided for this at-risk demographic.

Zero (0) Type A Leave unused during 2019/20

0.000 FTE of Type A Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

Type B Leave Time

Annual FTE

1.033 FTE Type B Leave unused during 2019/20

1.033 FTE Type B Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

**Spring 2019 Board Agenda
Sabbatical Leaves**

Folsom Lake College

Type A Leave: Zero (0) Type A Leave Requested

Type B Leave: .200 FTE Type B Leave Requested

Type A Leave Time

Annual FTE

One (1) Type A Leave unused during 2019/20

0.500 FTE of Type A Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

Type B Leave Time

Annual FTE

Christina Aldrich	Psychology Professor	20%	Fall-2019	.100 FTE
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“Development of an Online PSYC 330 Course”

Proposal: In response to the increased need from both the state and District to offer more courses online, I propose to develop a fully online PSYC 330 (Introductory Statistics for the Behavioral Sciences) course. Currently, FLC does not offer any statistics courses online. PSYC 330 is a popular 3-unit course that meets the mathematics/quantitative reasoning requirement for several degrees, offering the course online will allow more students to complete their degree fully online through FLC.

Lisa Sapra	English Professor	20%	Fall-2019	.100 FTE
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“Developing Honors English at FLC”

Proposal: This request for Sabbatical Leave is to develop Honors ENGWR 300: College Composition, ENGWR 301: College Composition and Literature, and ENGWR 302: Advanced Composition and Critical Thinking with the hopes of establishing a foundation for a future interdisciplinary Honors Program.

.350 FTE Type B Leave unused during 2019/20

.350 FTE Type B Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

**Spring 2019 Board Agenda
Sabbatical Leaves**

Sacramento City College

**Type A Leave: Zero (0) Type A Leave Requested
Two (2) Type A Leaves Converted to 1.0 Type B Leave**

Type B Leave: 1.283 FTE Type B Leaves Requested

Type A Leave Time

Annual FTE

One (1) Type A Leave unused during 2019/20

.500 FTE of Type A Leave remains available for 2019/20 (per LRCFT Section 11.6.8.5)

Type B Leave Time

Annual FTE

Jessica Coppola	Nutrition Professor	20%	Fall-2019	.100
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“Nutrition 300 Online: Submission to the State of California Online Course Exchange”

Proposal: The purpose of this project is to allow time to re-design Nutrition 300 Online course so that it aligns with the Open Education Initiative (OEI) rubric. The course will then be submitted to the State of California Online Course Exchange.

Paul Eastabrook	Photography Professor	56.5%	Fall-2019	.283 FTE
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“100% Online PHOTO 302 – Beginning Digital Photography”

Proposal: The request for professional development leave is to build a 100% online beginning digital photography course, which is traditionally taught face-to-face.

Patricia Harris-Jenkinson	Communication Professor	60%	Fall-2019	.300 FTE
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“Design and Develop COMM 303: Mediated Oral Communication”

Proposal: The purpose of this project is to develop a fully online course for oral communication that teaches students to communicate orally via video and audio (in a business-type environment). The course is designed to bridge the curricular and pedagogical concerns with student demand for courses taught in flexible modalities and has been approved for UC transferability.

**Spring 2019 Board Agenda
Sabbatical Leaves**

Michael Iredale Nursing Professor 60% Fall-2019 .300 FTE

“Development of a 36-Unit Nursing Curriculum for Collaboration with BSN Program”

Proposal: The purpose of this project is to develop a proposed curriculum that will be collaborative with either CSUS or UCD to allow students to concurrently achieve both ADN and BSN degrees. This is driven by a statewide initiative to standardize nursing curriculum to 36 units.

Jaime Sarte Biology Professor 60% Fall-2019 .300 FTE

“Online Biology 434, Study of Disease”

Proposal: The purpose of this project is to develop a Distance Education/online version of Biology 434, Study of Disease. There are no other offerings of Biology 434 in the Los Rios District. This course is required for entrance into many nursing programs and is currently available only in limited programs.

.750 FTE Type B Leave unused during 2019/20

.750 FTE Type B Leave Remains Available for 2019/20 (per LRCFT Section 11.6.8.5)

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Human Resources Transactions	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Consent Item I	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	<div style="text-align: center;"><i>Theresa Matista</i></div> Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
APPROVED FOR CONSIDERATION:	<div style="text-align: center;"><i>Brian King</i></div> Brian King, Chancellor	ACTION	
		INFORMATION	

RECOMMENDATION:

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

MANAGEMENT

APPOINTMENT TO TEMPORARY POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>Folsom Lake College</u>	
Turner, Debbie A. (B.S., California State University, East Bay)	Interim Director (III) of Administrative Services	03/18/19 – 06/30/19
	<u>District Office</u>	
Sosa, Kirk R. (M.B.A., Brandman University)	Interim Director (II) of Information Technology Production Services	04/01/19 – 06/01/19

APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>District Office</u>	
Benzing, Ebony J. (M.A., University of Southern California)	Manager (VIII) of the Center of Excellence for Labor Market Research	02/14/19 – 06/30/19 (Revised)

LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
	<u>Folsom Lake College</u>		
Gibson, Aurelius B.	Dean (III) of Student Services	Personal	07/01/19 – 06/30/20

PLACEMENT ON 39-MONTH RE-EMPLOYMENT LIST

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>District Office</u>	
Broussard, Daniel	Police Captain (V)	04/17/19

RESIGNATION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>Folsom Lake College</u>	
Dorn, Paul C.	Director of Marketing (X) and Communications, Harris Center for the Arts	07/01/19

FACULTY

APPOINTMENT(S)

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>Sacramento City College</u>	
Pagels, Kelly P. (B.S., Western Michigan University)	Aviation Assistant Professor	08/22/19

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

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Keith, Jason D. (B.V.E., California State University, Sacramento)	Deputy Sector Navigator Coordinator	03/21/19 – 10/31/19

LEAVE(S) OF ABSENCE

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
	<u>Cosumnes River College</u>		
Phuong, Le M.	Mathematics Assistant Professor	Medical	03/13/19 – 06/01/19
	<u>Sacramento City College</u>		
Foley, Jo-Ann C.	Family and Consumer Science Professor	Medical (20%)	01/03/19 – 05/24/19
Bahhur, Riad N.	History Professor (40%) / International Studies Coordinator (60%)	Type C	01/16/20 – 06/30/20

PRE-RETIREMENT WORKLOAD REDUCTION(S)

<u>Name</u>	<u>Subject/Position</u>	<u>FTE</u>	<u>Effective Date(s)</u>
	<u>American River College</u>		
Herrell, Kim E.	Counselor	1.0 to 0.75	07/01/19 – 06/30/24
Rodgers, Katherine G.	English Professor	1.0 to 0.70	08/22/19 – 05/31/24
	<u>Cosumnes River College</u>		
Coelho, Sherie A.	English Composition Professor	1.0 to 0.80	08/22/19 – 05/31/24
Erickson, Cindy L.	Mathematics Professor	1.0 to 0.70	08/22/19 – 05/31/24 (Revised)

FACULTY

PRE-RETIREMENT WORKLOAD REDUCTION(S) - CONTINUED

Cosumnes River College (continued)

Sharkey, Debra A.	Geography Professor	1.0 to 0.80	08/22/19 – 05/31/24 (Revised)
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REASSIGNMENT / TRANSFER(S)

<u>Name</u>	<u>Subject/Position</u>		<u>Effective Date(s)</u>
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Cosumnes River College

Borth, Kristen L.	Health Information Technology (HIT) Assistant Professor (80%) and Coordinator (20%) From Health Information Technology (HIT) Assistant Professor		07/01/19
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Sacramento City College

Hussey, Susan M.	Deputy Sector Navigator Coordinator From Dental Hygiene Professor (60%) and Coordinator (40%)		01/02/18
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RESIGNATION(S)

<u>Name</u>	<u>Subject/Position</u>		<u>Effective Date(s)</u>
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Sacramento City College

Allender, Julia	Kinesiology Professor / Women's Basketball Coach		05/23/19
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RETIREMENT(S)

<u>Name</u>	<u>Subject/Position</u>		<u>Effective Date(s)</u>
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Folsom Lake College

McHargue, Tim E. (After 17+ years of service)	Disabled Students Programs & Services (DSPS) Coordinator		07/01/19
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Thiessen, Stacia S. (After 24+ years of service)	Technical Services Librarian		05/23/19
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TEMPORARY, PART-TIME EMPLOYEES Fall 2018
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Pulido,Brandi N.	Counselor	56 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2019
American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Austin,Debra L.	Reading	50 %
Barr III,Thomas C.	Horticulture	7 %
Carr,Lisa A.	Child Development/Early Care and Educatio	40 %
Casella,Jacob A	Administration of Justice	1 %
** (B2) Chapek,Carl W.	Software Applications	18 %
Charles,Kelly	English	23 %
Deubert,Michelle M.	Psychology, General	24 %
Eckley, Terri L.	Psychology, General	40 %
Fix,Andrew W.	Philosophy	20 %
Ghosh,Rupa	Reading	23 %
** (A1) Hansen,Gina	Fitness Trainer	4 %
Hellesen,Richard S.	Film Studies	12 %
Hellesen,Richard S.	Film History and Criticism	6 %
Hellesen,Richard S.	Dramatic Arts	2 %
Holdgate,Matthew R.	Physiology (Includes Anatomy)	45 %
Jenkins,Wendy A.	English	13 %
Lipscomb,Shane P.	Drafting Technology	12 %
Long,Jason S.	Dramatic Arts	7 %
Mahmood,Khalid	Mathematics, General	27 %
McGinnis,Marion E.	Accounting	31 %
McQueen,Nathan T.	English	27 %
Ngo,Tu C.	Mathematics, General	6 %
Sakakihara,Paul	General Work Experience	27 %
Salazar,Jennifer C.	Reading	40 %
Schleeter,Mary A.	Gerontology	30 %
Sneed,Jacquelyn	Gerontology	33 %
Sposeto,Jason S.	English	34 %
Starkey,Danielle F.	English	60 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2019
Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Gacilan,Gilbert S	Counselor	4 %
Graves,Emon Jabar	Business and Commerce, General	4 %
Mansourirad,Ehsanollah	Mathematics, General	15 %
Nelson,Jacquelynn D.	Counselor	5 %
Onuoha,Gwendolyn P.	Counselor	4 %
Orozco,Stefan M.	Music	20 %
Peacock,Kristin R.	Counselor	4 %
Soria Martin,Estate of Domingo DG	Mathematics, General	20 %
Tang,Skyeler A	Counselor	4 %
Torres,Jessica	Counselor	4 %
Yeung Whamond,Esther E.	Counselor	4 %

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

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

TEMPORARY, PART-TIME EMPLOYEES Spring 2019**Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Duran, Teresa L.	Human Services	20 %
Schall, Erin	Cross Term	23 %
Trawick, Jami A.	Librarian	21 %
Wathen, Myrna K.	Librarian	41 %
Yang, Kou	Counselor	3 %

TEMPORARY, PART-TIME EMPLOYEES Spring 2019**Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Apostol, Consorcia	Cross Term	27 %
Boyd, Rebecca M.	Librarian	34 %
Clark, Terri A.	Librarian	47 %
DeMille, David A.	Cosmetology and Barbering	54 %
Grass, Mackenzie Michelle	Cosmetology and Barbering	31 %
Hayashi, Heather N.	Librarian	6 %
Krueger, Kristen E.	Health Occupations, General	11 %
Lee, Pao	Counselor	10 %
McDaniel, Arrickia R.	Counselor	10 %
Nisson, Robert L.	Dental Assistant	9 %
O'Brien, Sandra C.	English	20 %
Oehler, Dylan Olivia	English	40 %
Peterson, Mark B.	Dental Assistant	1 %
Smith, Kendra O'Neal	English	40 %
Stern, Bradley A.	Psychology, General	50 %
Taylor, Elisher M.	Learning Skills, Learning Disabled	11 %
Vargas-Onate, Jacqueline	Academic Guidance	40 %
Walker, Melissa C.	Dental Assistant	41 %
Walker, Sarah E.	Health Occupations, General	13 %
Williams, Jasmine S.	Speech Communication	20 %

REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2019**American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
** (A1) Afonso, Paulo M.J.	Astronomy	15 %
Allie, Diana J.	Counselor	8 %
Byrd, Tanika L.	Speech Communication	20 %
Downs, Pamela R.	Film Studies	6 %
Downs, Pamela R.	Dramatic Arts	1 %
Fong, Angela J.	Academic Guidance	3 %
Fong, Angela J.	Counselor	16 %
Fong, Angela J.	Counselor	3 %
Fong, Angela J.	Counselor	15 %
Halle, Joel E.	Accounting	51 %
Jaecks, Glenn S.	Geography	16 %
Mokhtarzada, Shahla	International Studies	10 %
Rutaganira, Thomas	Mathematics, General	7 %
Schuster, Randall O.	Drafting Technology	38 %
Stewart, Mark A.	Psychology, General	20 %

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

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

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2019
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Torrano,Mary	Physiology (Includes Anatomy)	20 %
Valle,Jesus D.	English	40 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2019
Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Fong,Angela J.	Counselor	23 %
Zaigralin,Ivan	Mathematics, General	27 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2019
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Anayah,Bernadette M.	English	33 %
Pittman,Jason W.	Geography	20 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2019
Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Beyrer, Kimberlee M.D.	Counselor	14 %
** (B5) Bonawitz, Marcia C.	Cosmetology and Barbering	28 %
** (A5) Bui, Dinh N.	Academic Guidance	40 %
Hanson, Luther E.	Dramatic Arts	40 %
Maeda, Richard	Licensed Vocational Nursing	20 %
** (A1) Manuel, Mara L.	Nursing	43 %
Paulson, Daniel I.	Music	27 %
Reynolds, Linda K.	Real Estate	25 %
Rice, Helen M.	Nursing	50 %

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

APPOINTMENT(S)

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Chatigny, Kimberlee M.	Financial Aid Clerk II	CRC	04/01/19
Khripunov, Nighina	Confidential Human Resources Specialist I	DO	03/28/19
Mesa, Colleen M.	Administrative Assistant I	FLC	04/08/19
Stephens, Kelly M.	Educational Center Clerk	CRC	04/01/19
Thomas, David P.	Custodian	ARC	04/01/19

PROMOTION(S)

<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Campbell, Lindsey M.	Confidential Administrative Assistant III (Instructional Services Assistant I	FLC FLC)	03/22/19
Dy, Aileen L.	Student Personnel Assistant – Outreach Services (Admissions/Records Clerk III	ARC CRC)	04/08/19
Mohibi, Abdullah S.	Clerk III, 100% (Clerk III, 50%	CRC SCC)	04/15/19
Romo Cuellar, Nancy	Student Personnel Assistant – Student Services (Admissions/Records Clerk II	ARC ARC)	03/18/19
Takemoto, Darren E.	Information Technology Specialist II - Microcomputer Support (Information Technology Specialist I - Microcomputer Support	DO FLC)	04/01/19
Taroli, Michael	Information Technology Production Services Supervisor (Information Technology Business/ Technical Analyst I	DO DO)	04/01/19

RESIGNATION(S)

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Floyd, Tamara M.	Instructional Assistant – Sacramento Regional Public Safety Training Center	ARC	04/06/19

C L A S S I F I E D

RETIREMENT(S)

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Hix, Deborah L.	Student Personnel Assistant - Counseling (After 31 years of service)	ARC	06/01/19

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



<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>American River College</u>			
Ahdnoparvin, Amir	Special Projects	03/07/2019	06/30/2019
Bains, Divinder	Special Projects	03/25/2019	06/30/2019
Cucos, Nicolae	Custodian	03/13/2019	06/30/2019
Haei Najafabadi, Parva	Clerk I	03/07/2019	06/30/2019
Knowles, Geneva C.	Student Personnel Assistant	03/12/2019	06/30/2019
Li, San M	Educational Media Design Spec	03/18/2019	06/30/2019
Miller, Caleb	Special Projects	02/20/2019	06/30/2019
Nagda, Mahreen B.	Clerk III	03/12/2019	06/30/2019
Newman, David J.	Custodian	03/13/2019	06/30/2019
Pavini, Nicholas A	Special Projects	03/12/2019	06/30/2019
Roe, William P.	Special Projects	03/18/2019	06/30/2019
Rojas Gonzalez, Nayeli Evelin	Special Projects	02/25/2019	06/30/2019
Tisdale, Sarah E.	Advanced Interpreter	03/11/2019	06/30/2019
Vega Arambula Jr., Ernesto	Custodian	03/12/2019	06/30/2019
Winterlin, Brenda M	Student Personnel Assistant	03/01/2019	06/30/2019
<u>Cosumnes River College</u>			
Alvarez II, Anthony G.	Special Projects	03/14/2019	06/30/2019
Blakes, Malisha	Student Personnel Assistant	03/25/2019	06/30/2019
Castelan, Veronica G.	Child Dev Ctr Teacher	02/25/2019	06/30/2019
Elmore, Aaron C.	Reader/Tutor	03/12/2019	06/30/2019
Engel-Deldio, Jacob P	Clerk I	03/18/2019	06/30/2019
Farmer, Sharif B.	Lifeguard I	03/07/2019	06/30/2019
Faulk-Burgess, Chloe R.	Sports Program Director	02/25/2019	06/30/2019
Luong, James H	Lifeguard I	02/25/2019	06/30/2019
Morgan, Trevor C.	Instructional Assistant	01/14/2019	06/30/2019
Nelson, Jezelle M	Student Personnel Assistant	03/11/2019	06/30/2019
Reyes Cruz, Carrie A.	Student Personnel Assistant	02/25/2019	06/30/2019
Zenuk, Elizabeth A.	Asst Sports Program Director	06/01/2019	06/30/2019
<u>District Office / Business and Economic Development Center / Facilities Management / Police Services</u>			
Babasyan, Anna	Clerk III	07/01/2019	06/30/2020
Bellinger Ryan, Donna J.	Special Projects	03/19/2019	06/30/2019
Bellinger Ryan, Donna J.	Special Projects	07/01/2019	06/30/2020
Bui-Zisk, Loan Kim	Clerk I	07/01/2019	06/30/2020
Camp, Laurie L.	Clerk III	07/01/2019	06/30/2020
Shirzad, Mohammad Faiq	Clerk III	07/01/2019	06/30/2020
Snyder, Leah M.	Clerk III	03/11/2019	06/30/2019
Yakuta, Yuliya	Clerk III	07/01/2019	06/30/2020
Ycmat, Dalisay B	Clerk II	07/01/2019	06/30/2020

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Folsom Lake College</u>			
Avxentieva, Ana	Special Projects	03/25/2019	06/30/2019
Cannon, Sarah N	Special Projects	03/25/2019	06/30/2019
Crossman, Alanna M.	Athletic Trainer	03/04/2019	06/30/2019
Drury, Consuelo M.	Instructional Svcs Assist I	03/25/2019	06/30/2019
Duka, Eugene P	Clerk II	03/25/2019	06/30/2019
Evrin, Blake A.	Special Projects	03/04/2019	06/30/2019
Grassle, Tina Taylor	Reader/Tutor	03/08/2019	06/30/2019
Jackson, Iesha Renee	Assistant Coach	03/08/2019	06/30/2019
Kenobbie, Kenneth J.	Assistant Coach	03/04/2019	06/30/2019
Rodil, Martin S.	Reader/Tutor	03/04/2019	06/30/2019
Sappington, Emily M.	Special Projects	03/04/2019	06/30/2019
Thorp, Anne E.	Special Projects	03/14/2019	06/30/2019
Yaple, Courtney L.	Special Projects	03/25/2019	06/30/2019
<u>Sacramento City College</u>			
Benjamin, Michael W.	Student Support Specialist	03/07/2019	06/30/2019
Clarke, Mark C.	Maintenance Technician I	02/25/2019	06/30/2019
Daunt, Kayla Lee	Advanced Interpreter	03/25/2019	06/30/2019
Hernandez Martinez, Crystal	Student Support Specialist	03/14/2019	06/30/2019
Hopkins, Michael A.	Student Support Specialist	03/19/2019	06/30/2019
Lopez, Natalie	Clerk II	03/25/2019	06/30/2019
Lopez, Olivia M.	Special Projects	03/25/2019	06/30/2019
Medina, Christian Valenzuela	Student Personnel Assistant	03/08/2019	06/30/2019
Taylor, Luster E	Instructional Assistant	03/22/2019	06/30/2019
Williams, Harold R.	Administrative Asst. I	03/18/2019	06/30/2019

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Board Policy Revision: P- 8611 Conflict of Interest Code	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	First Reading Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	JP Sherry, General Counsel 	CONSENT/ROUTINE	
		FIRST READING	X
APPROVED FOR CONSIDERATION:	Brian King, Chancellor 	ACTION	
		INFORMATION	

BACKGROUND:

Every two years, the Fair Political Practices Commission (FPPC) requires the District to review its Conflict of Interest Code policy, P-8611, and update it with new positions and job title changes.

STATUS:

In compliance with our required biennial review, non-substantive revisions have been made to Policy 8611. These changes have been approved by the FPPC. The position title “Associate Vice Chancellor, Economic Development” is removed and “Associate Vice Chancellor, Education Services and Student Success” is added. Also, the FPPC decided they needed to amend Appendix A to clarify it; but the changes are not substantive. All other changes in the Policy are related to style and formatting.

RECOMMENDATION:

This policy is presented for first reading.

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1.0 General Provisions

- 1.1 The Political Reform Act (~~Gov. Government~~ Code, ~~§ Section~~ 81000, et seq.) requires state and local government agencies to adopt and promulgate ~~Conflict~~~~conflict~~ of ~~Interest Codes~~~~interest codes~~. The Fair Political Practices Commission has adopted a regulation (2 ~~Cal. California~~ Code of ~~Regs. [CCR], §~~ ~~Regulations~~ §18730) that contains the terms of a standard ~~Conflict~~~~conflict~~ of ~~Interest Code~~~~interest code~~, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 ~~CCR, section~~ ~~California Code of Regulations~~ ~~Section~~ 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the ~~Conflict~~~~conflict~~ of ~~Interest Code~~~~interest code~~ for the Los Rios Community College District: ~~(District)~~.
- 1.2 Individuals holding designated positions shall file ~~Statements~~~~statements~~ of ~~Economic Interests (Form 700)~~~~economic interests~~ with the District's Office of General Counsel, which ~~shall~~~~will~~ make the statements available for public inspection and reproduction. (~~Gov. Government~~ Code, ~~§ Section~~ 81008.) All statements will be retained by the District.

LRCCD

Policy Adopted: 8/12/92

Policy Revised: 10/5/94; 3/3/99; 10/6/04; 5/17/06; 12/13/06; 10/15/08; 11/16/11; 3/13/13;
1/14/15; 1/11/17

Policy Reviewed: 1/11/17

Adm. Regulation: None

[Draft 2/13/19](#)

APPENDIX A
DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
Vice Chancellor/Education and Technology	1, 2
General Counsel	1, 2
Director/General Services	1, 2
Director/Facilities Planning and Construction	1, 2
Director/Facilities Maintenance	1, 2
Associate Vice Chancellor/Human Resources	2
Associate Vice Chancellor/Communications and Media Relations	2
Associate Vice Chancellor/Facilities Management	2
Associate Vice Chancellor/Information Technology	2
Associate Vice Chancellor/ Economic Development	2
Associate Vice Chancellor/Student Educational Services <u>and Student Success</u>	2
Associate Vice Chancellor/Instruction-	2
Vice Presidents of Student Services-	2
Vice Presidents of Instruction	2
Directors (not listed above)	2
Chief of Police	2
Manager VII, Business Consultant	2
Supervisor, General Services	2
Purchasing Supervisor	2
Buyers (all levels)	3
Bookstore Managers	3
Food Service Managers	3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Chancellor or designee may determine in writing that a particular consultant/new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant/new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor’s or designee’s determination is a public record and shall be retained for public inspection in the

same manner and location as this ~~Conflict~~conflict of ~~Interest~~interest code. (~~Government~~ Code: ~~(Gov. Code, § Section~~ 81008).)

Officials Who Manage Public Investments

The following positions are not covered by the code because they must file under Government Code, ~~section~~ Section 87200 and, therefore, are listed for informational purposes only:

Members of the Board of Trustees
 Chancellor
 Deputy Chancellor
 Vice Chancellor/Finance and Administration
 College Presidents
 Associate Vice Chancellor/Finance
 Associate Vice Chancellor/Resource Development
 Vice Presidents/Administration

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code, ~~section~~ Section § 87200.

APPENDIX B
DISCLOSURE CATEGORIES

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole, in part, or within ~~two miles of~~ the boundaries of the District, or of any land owned or used by the District, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- b. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources that engage in the acquisition or disposal of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

- c. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources: (1) engaged in the performance of work or services, or which ~~manufacture, sell, repair, rent~~ manufactures, sells, repairs, rents or ~~distribute~~ distributes school supplies, books, materials, furnishings, or equipment of the type used by the District; or (2) engaged in the performance of the same type of work or services provided by the District.

Category 3

Designated positions assigned to this category must report:

- a. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources: (1) engaged in the performance of work ~~or services~~, or which ~~manufacture, sell, repair, rent or distribute~~ manufactures, sells, repairs, rents or distributes school supplies, books, materials, furnishings, or equipment of the type used by the employee's department (this includes all Colleges); (2) engaged in the performance of the same type of work or services provided by the employee's department (~~this~~ includes all Colleges).

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Board Policy Revision: P- 9414 Retirement Benefits	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	First Reading Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	JP Sherry, General Counsel <i>JP Sherry</i>	CONSENT/ROUTINE	
		FIRST READING	X
APPROVED FOR CONSIDERATION:	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

BACKGROUND:

To be eligible for the District’s benefits contribution, in addition to the required years of service, P-9414 currently requires a confidential or management employee to have three years of full-time services with the District immediately preceding their retirement.

STATUS:

As written, P-9414 creates barriers for employees who, upon retiring, just fail to meet the criteria to receive the District’s benefits contribution or have already met it. Under a literal reading of the current policy, those employees that are rehired by the District and choose to only work an additional year or two would not be eligible for the District’s benefits contribution because they did not have the requisite three years of immediate service. The proposed change removes this barrier.

RECOMMENDATION:

This policy is presented for first reading.

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1.0 Retirement from District Service

1.1 To be eligible for retirement, confidential or management employees must have the equivalent of five (5) years of full-time service with Los Rios Community College District and

1.1.1 Be at least age fifty-five (55), or

1.1.2 Between the ages of fifty (50) and fifty-five (55) and receiving disability income under the District's Disability Income Protection Plan immediately prior to retirement.

1.2 Retirement from the District requires both of the following:

1.2.1 Submission of a request for retirement to Human Resources; and

1.2.2 Acceptance of the retirement request by the Chancellor, or designee.

2.0 District Benefits for Retirees

2.1 The District provides a contribution toward healthcare premiums for certain retirees. Eligibility requirements for the District contribution are defined in section 3.0. This benefit and the eligibility requirements are distinct from eligibility to participate in the retiree health insurance plans.

2.2 The District provides group health insurance plans for retirees and their dependents. Eligibility to participate in the District's health insurance plans for retirees and their dependents is defined in sections 4.0 and 5.0. This benefit and the eligibility requirements are distinct from eligibility for contributions toward healthcare premiums.

3.0 District Contribution Toward Healthcare Premiums

3.1 District health premium contributions for eligible identified District retired employees shall be provided as authorized by the Los Rios Community College District Board of Trustees.

3.2 Confidential or management employees who were first employed by the District on or after March 15, 2017, must have retired from the District as defined in section 1.0 and be collecting retirement benefits from either PERS or STRS, in order to receive the District contribution toward healthcare premiums (District Contribution). Confidential or management employees who were first employed prior to March 15, 2017 shall continue to have the same right to receive District Health care premium contributions under the policy that existed as of March 14, 2017.

- 3.3 The confidential or management employee must also meet the requirements of section 3.3.1 or 3.3.2.
- 3.3.1 Retirees granted contributory status on June 11, 1980 are eligible for the District Contribution.
- 3.3.1.1 District retirees who were granted contributory status on June 11, 1980 by the Board of Trustees are those employees who retired between the years 1969 through June 30, 1978, and had remained on the District recognized health plan, and had served the District for a minimum three (3) years, and were drawing benefits from STRS or PERS retirement system on June 11, 1980.
- 3.3.2 District retirees with an effective retirement date after June 30, 1978 are eligible for the District Contribution as established below:
- 3.3.2.1 Confidential and management employees hired prior to January 1, 2013 must have the minimum years of full-time service with the District as follows:
- 3.3.2.1.1 Employed before June 30, 1984: three (3) years
- 3.3.2.1.2 Employed between July 1, 1984 and June 30, 1990: seven (7) years
- 3.3.2.1.3 Employed between July 1, 1990 and December 31, 2012: ten (10) years
- 3.3.2.1.4 Employed after January 1, 2013: fifteen (15) years
- ~~3.3.2.2 Employees initially hired or rehired after January 1, 2017 must also have three (3) years of full-time service immediately preceding retirement. The three (3) years is not in addition to the years required by 3.3.2.1.~~
- 3.4 Full-time service requirement for 3.3.2 may be fulfilled in any regular position of the District and the definition of full-time service or one hundred percent full-time equivalent (1.00 FTE) of that position shall apply.
- 3.5 Effective July 1, 2017, the District Contribution for eligible retirees shall be established at a maximum of \$280.00 per month. The District Contribution is provided for the District retiree only.
- 3.6 If the monthly District Contribution exceeds the monthly health plan premium for a retiree, any excess contribution shall be available to the retiree for payment of Medicare premium costs.

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- 3.7 The maximum monthly District Contribution amount is the lesser of the amount listed in 3.5 or the total combined health care and Medicare premiums for an individual retiree.
- 3.8 The monthly District Contribution for the retiree shall be processed electronically utilizing the retiree's selected financial institution.
- 3.9 Eligible retirees do not need to participate in the District's retiree medical program to receive the District Contribution. Documentation for retirees with coverage outside the District's plans must be submitted annually verifying that the retiree is covered by health insurance and the monthly cost for the retiree's insurance.
- 3.10 The District Contribution amount will be reviewed at least bi-annually and brought to the Board of Trustees for any recommended change. The District Contribution level is subject to the District's ability to pay. Any changes in the District's Contribution shall become effective the first of the month following adoption of the new rate or as determined by the Board of Trustees.
- 4.0 District Health Insurance for Retired Employees – Early Retirees
- 4.1 Employees retiring before age sixty-five (65) may participate in the District's early retiree health plans if they either are eligible for the District Contribution or have at least ten (10) years of full-time service with the District. In order to participate in the early retiree health plan, the confidential or management employee must have retired from the District as defined in section 1.0 and be collecting retirement benefits from either PERS or STRS. An early retiree may enroll at any time following retirement through age sixty-five (65). An early retiree who enrolls in the District's early retiree health plan and then leaves the plan will not be allowed to re-enroll in the early retiree program but will be eligible to participate in the District's plan for retirees over age sixty-five (65) as defined below.
- 4.1.1 Upon turning sixty-five (65), early retirees must elect a District health plan. If the enrollment paperwork is not received in Employee Benefits within the 7-month window of turning sixty-five (65), the retiree will not be able to enroll at a later date. The 7-month window coincides with the Medicare enrollment window and includes the three (3) months prior to turning sixty-five (65), the month of turning sixty-five (65), and the three (3) months after turning sixty-five (65). The retiree must be enrolled in Medicare Parts A and B.
- 4.1.2 Upon becoming Medicare eligible for a health-related, or any other reason, prior to turning age sixty-five (65), the retiree must elect a District health plan. If the enrollment paperwork is not received in Employee Benefits within the 7-month window of becoming Medicare-eligible, the retiree will not be able to enroll at a later date. The 7-month window coincides with the Medicare enrollment window and includes the three (3) months

prior to becoming Medicare-eligible, the month of becoming Medicare-eligible, and the three (3) months after becoming Medicare-eligible. The retiree must be enrolled in Medicare Parts A and B.

- 4.1.3 If the retiree is not enrolled in a District early retiree health plan at the time of enrollment in the age sixty-five (65) plan or upon becoming eligible for Medicare, the retiree must provide evidence of continued coverage from the date of retirement to the age of sixty-five (65) or the date of becoming eligible for Medicare, as well as provide evidence of enrollment in Medicare, to enroll in a District age sixty-five (65) or over health plan.

5.0 District Health Insurance for Retired Employees – Age 65 or Older

- 5.1 Employees who retire at age sixty-five (65) or over may participate in the District’s group health insurance plans if they either meet the requirements for the District Contribution or have at least ten (10) years of full-time equivalent service with the District. To participate in the District’s plans for age sixty-five (65) and over, a retiring employee must participate continuously upon retirement or upon becoming eligible for Medicare. Employees that retire at age sixty-five (65) or over and elect coverage through a non-District plan are not eligible to participate at a later date.

6.0 Open Enrollment and Dependent Coverage

- 6.1 A retiree may enroll in any of the District’s plans upon retirement.
- 6.2 An open enrollment will be offered annually at which time retirees may change plans or enroll in a plan if they have not been participating previously (early retirees only as defined in 4.1 and 4.1.1).
- 6.3 Dependents of retired employees are eligible to participate in the District’s plan if enrolling at the same time as the retiree. Enrolled dependents may continue to participate in a District plan following the retiree’s death.

7.0 Dental

The District may offer a group dental insurance plan to retirees. The District contribution cannot be used toward dental premiums.

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LRCCD



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; 1/8/14; 5/14/14; 8/12/15; 3/15/17; 6/14/17; 4/11/18
 Policy Reviewed: 6/14/17; 4/11/18
 Adm. Regulation: None

DRAFT 1/28/19

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Resolution No. 2019- 02: Authorizing the Sale of General Obligation Bonds: Measure M, Series D	ATTACHMENT: Yes	
		ENCLOSURE: Preliminary Official Statement	
AGENDA ITEM:	Action Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:

In November 2008, the electorate of the District passed Measure M, a \$475 million general obligation bond authorization for the construction and modernization of District facilities. Three series have been issued to date totaling \$255 million. Those are series A issued in October 2010 for \$130 million; series B issued in June 2013 for \$60 million; and, series C issued in January 2018 for \$65 million.

Series C funds are supporting several projects including the STEM building at ARC, the college Center at CRC and Mohr Hall at SCC. In addition, the District has several Measure M projects in the planning phases that will be bid and constructed in the next three years including Lillard Hall at SCC and the Automotive Tech Building at CRC requiring the issuance of series D.

STATUS:

Measure M, Series D, in the amount of \$80 million, will fund major projects at ARC, CRC and SCC as well as infrastructure and ancillary projects. Residual funds will be used to fund planning or other projects authorized under Measure M. With the proposed series D, the district will have issued \$335 million of the \$475 million authorized.

The attached resolution authorizes the issuance of Measure M, Series D bond proceeds totaling \$80 million. The resolution specifies the conditions for the sale and security of the bonds as well as the other legal and fiscal requirements for the bond sale and use of bond proceeds. The sale of Series D will be a negotiated sale. The resolution appoints the Sacramento County Department of Finance to act as paying agent for the Bonds, and a resolution accepting such appointment is calendared for a future Board of Supervisors meeting. The sale of Series D is projected to occur on or about June 26, 2019. A copy of the Preliminary Official Statement, which will be updated prior to the sale to the Official Statement, is also included for the Board’s information.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Resolution No 2019-02 authorizing the issuance and sale of General Obligation Bonds, 2008 election, Series D, in the aggregate principal amount of not to exceed \$80,000,000.



LOS RIOS COMMUNITY COLLEGE DISTRICT

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

RESOLUTION

№ 2019-02

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOS RIOS COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2008 ELECTION, SERIES D, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$80,000,000, AND APPROVING RELATED FINANCING DOCUMENTS AND OFFICIAL ACTIONS

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

WHEREAS, Measure M was approved by more than the requisite 55% of the voters voting on the issuance of the Bonds; and

WHEREAS, the Board of Trustees of the District (the “Board”) is authorized to provide for the issuance and sale of any series of Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 of said Code (the “Bond Law”); and

WHEREAS, pursuant to the Bond Law and Measure M, the District has previously issued the following three series of Bonds:

- Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series A in the aggregate principal amount of \$130,000,000,
- Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series B in the aggregate principal amount of \$60,000,000, and
- Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series C in the aggregate principal amount of \$65,000,000; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of a fourth series of Bonds under the Bond Law in the aggregate principal amount of not to exceed \$80,000,000 (the “Series D Bonds”); and

WHEREAS, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Series D Bonds that has been obtained by the Board and is hereby disclosed and made public; and

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

BE IT IS RESOLVED that, by the Board of Trustees of the Los Rios Community College District, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

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

“Authorized Investments” means any investment permitted by law, without regard to maximum percentage limitations in asset classes for investments \$500,000 or less, to be made with moneys belonging to the District or in the custody of the Director of Finance.

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

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

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure M which was approved by more than 55% of the voters at an election held on November 4, 2008, authorizing the issuance of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Series D Bonds by the Underwriter.

“Building Fund” means the fund established and held by the County under Section 3.03.

“Closing Date” means the date upon which there is a physical delivery of the Series D Bonds in exchange for the amount representing the purchase price of the Series D Bonds by the Underwriter.

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

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series D Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance of the Series D Bonds.

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

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

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

“Depository System Participant” means any participant in the Depository’s book-entry system.

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

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

“District Representative” means the Chancellor of the District, the Deputy Chancellor, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series D Bonds.

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

“Education Code” means the Education Code of the State of California, as in effect on the date of adoption of this Resolution or as amended thereafter.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of

principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Interest Payment Date” means the first day of each succeeding February and August, commencing with the first February 1 or August 1 which is identified as the initial Interest Payment Date in the Bond Purchase Agreement.

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

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

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

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

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

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

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

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

“Series D Bonds” means the not to exceed \$80,000,000 aggregate principal amount of Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series D, at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and

final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means RBC Capital Markets, LLC, as the original purchaser of the Series D Bonds upon the negotiated sale thereof.

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

Section 1.02. Interpretation.

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

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

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

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

ARTICLE II

THE SERIES D BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series D Bonds in the aggregate principal amount of not to exceed \$80,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance educational facilities of the District in accordance with the Bond Measure and to pay Costs of Issuance to the extent not paid by the Underwriter. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series D Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and redemption premium (if any) on all Series D Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series D Bonds shall be designated the "Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series D".

Section 2.02. Terms of Series D Bonds.

(a) Terms of Series D Bonds. The Series D Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series D Bonds maturing in the year of maturity of the Series D Bond for which the denomination is specified. The Series D Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

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

(b) Maturities; Basis of Interest Calculation. The Series D Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. Interest on the Series D Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series D Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, a District Representative or other official familiar with the projects to be financed with proceeds of the Series D Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series D Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series D Bonds.

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

(d) Payment. Interest on the Series D Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series D Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series D Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series D Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and redemption premium (if any) on the Series D Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Series D Bonds shall be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, the dates and at the redemption prices which are set forth in the final form of the Bond Purchase Agreement.

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

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

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series

D Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series D Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series D Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series D Bonds are to be called for redemption, shall designate the serial numbers of the Series D Bonds to be redeemed by giving the individual number of each Series D Bond or by stating that all Series D Bonds between two stated numbers, both inclusive, or by stating that all of the Series D Bonds of one or more maturities have been called for redemption, and shall require that such Series D Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series D Bonds will not accrue from and after the redemption date.

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

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

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

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

Section 2.05. Execution of Series D Bonds. The Series D Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary of the Board, and the seal of the Board shall be reproduced thereon. No Series D Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Series D Bond is signed by the Paying Agent as authenticating agent.

The Series D Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Series D Bonds to make the insertions and deletions necessary to conform the Series D Bonds to this Resolution and the Bond Purchase Agreement.

Only those Series D Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series D Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

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

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

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

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

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

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

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

ARTICLE III

SALE OF SERIES D BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series D Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series D Bonds. Pursuant to Section 53508.9 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series D Bonds to the Underwriter. The Series D Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 1.00% of the par amount of the Series D Bonds, and the Series D Bonds shall be sold at a true interest rate of not to exceed 6.00% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series D Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series D Bonds in the form on file with the Secretary of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Preliminary Official Statement and the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the Series D Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required pursuant to Government Code Section 53509.5, after the sale of the Series D Bonds, the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series D Bond shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series D Bonds. The proceeds of the Series D Bonds shall be paid to the Director of Finance on the Closing Date, and shall be applied by the Director of Finance as follows:

- (a) The Director of Finance shall deposit in the Debt Service Fund an amount equal to the premium (if any) received by the Director of Finance on the sale of the Series D Bonds.
- (b) The Director of Finance shall deposit the remainder of such proceeds in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the Director of Finance to establish, hold and maintain a fund to be known as the “2008 Election, Series D Building Fund”, which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series D Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(b), to be expended by the District in accordance with the Bond Measure. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Director of Finance, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund by the Director of Finance and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series D Bonds.

Any amounts remaining on deposit in the Building Fund after payment in full of the Series D Bonds shall be transferred to the general fund of the District, to be applied for the purposes for which the Series D Bonds have been authorized or otherwise in accordance with the Bond Law.

Section 3.04. Costs of Issuance Custodian Agreement. As provided in the Bond Purchase Agreement, the Underwriter shall be required to pay all or a portion of the Costs of Issuance from its own funds as a condition to the purchase of the Series D Bonds. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank National Association in the form on file with the Secretary of the Board. As provided in said agreement, amounts provided by the Underwriter for payment of Costs of Issuance shall be deposited thereunder and the payment of Costs of Issuance shall be requisitioned by a District Representative in accordance with said agreement.

Section 3.05. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series D Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES D BONDS; PAYMENT OF DEBT SERVICE

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

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

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the Director of Finance to establish, hold and maintain while the Series D Bonds are outstanding an interest and sinking fund for the Series D Bonds (the "Debt Service Fund"), which shall be maintained by the Director of Finance as a separate account, distinct from all other funds of the District, into which shall be paid on receipt thereof, (a) any premium received by the Director of Finance on the sale of the Series D Bonds, and (b) the proceeds of any taxes levied under Section 4.01.

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

If, after payment in full of the Series D Bonds, any amounts remain on deposit in the Debt Service Fund, the County shall transfer such amounts to the General Fund of the District as provided in Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest and redemption premium (if any) on the Series D Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest and redemption premium (if any) on the Series D Bonds. DTC will thereupon make payments of debt service on the Series D Bonds to the DTC Participants who will thereupon make payments of debt service to the beneficial owners of the Series D Bonds. Any moneys remaining in the Debt

Service Fund after the Series D Bonds and the interest and redemption premium (if any) thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Series D Bonds elsewhere than at the office of the Director of Finance.

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

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

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

Section 5.02. Books and Accounts. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the

District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series D Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series D Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series D Bond Owners.

The District will preserve and protect the security of the Series D Bonds and the rights of the Series D Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series D Bonds by the District, the Series D Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants.

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

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

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

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

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

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure

Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series D Bonds; however, any Participating Purchaser (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series D Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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

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

ARTICLE VI

THE PAYING AGENT

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

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust

company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

REMEDIES OF SERIES D BOND OWNERS

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

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series D Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series D Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series D Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series D Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series D Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Series D Bonds.

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

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

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

(b) Discharge of Liability on Series D Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series D Bond (whether upon or prior to its maturity or the redemption date of such Series D Bond), provided that, if such Series D Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for

the giving of such notice, then all liability of the District in respect of such Series D Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series D Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

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

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

(d) Payment of Series D Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series D Bonds and remaining unclaimed for two years after the principal of all of the Series D Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series D Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before

the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series D Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series D Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Series D Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series D Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series D Bond Owners in person or by their attorneys appointed in writing.

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

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

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

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

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, (a) the Series D Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Series D Bonds; (b) the Board of Supervisors' sole responsibilities hereunder are to levy a tax for the repayment of the Series D Bonds, as provided in Section 15250 of the Education Code, and (i) neither the County, nor the Board of Supervisors, nor any officer, official, agent or employee of the County, has any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Code Section; (ii) the Series D Bonds, including interest thereon, are payable solely from taxes levied by the Board of Supervisors of the County under Section 15250 of the Education Code; and (iii) the County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective

constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution.

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

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

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

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

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

Section 9.09. Filing of this Resolution. A District Representative is hereby directed to cause an executed copy of this Resolution to be filed with appropriate officials of the County following the adoption hereof.

Section 9.10. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED as Los Rios Community College District Resolution No. 2019-02 this tenth day of April, 2019, by the following called vote:

AYES:	NAYES:	ABSENT:
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John Knight, Board President

Attest:

Brian King
Chancellor and Secretary to the Board

APPENDIX A

FORM OF SERIES D BOND

REGISTERED BOND NO. _____ \$ _____

LOS RIOS COMMUNITY COLLEGE DISTRICT

(Sacramento County, California)

**GENERAL OBLIGATION BOND
2008 ELECTION, SERIES D**

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series D Bonds. Such information is intended to be blank in this Appendix A.*

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP
_____ % per
annum

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially the Director of Finance of the County of Sacramento. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at

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

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of educational facilities of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite vote of the electors of the District cast at a special bond election held on November 4, 2008, upon the question of issuing Bonds in the amount of \$475,000,000, and under the resolution of the Board of Trustees of the District adopted on April 10, 2019 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price (expressed as a percentage of the principal amount of

the Bonds to be redeemed) as set forth in the following table, together with accrued interest thereon to the date fixed for redemption.

Redemption Dates

Redemption Price

[if applicable]: The Bonds maturing on August 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000 or as otherwise directed by the District, as designated under written notice filed by the District with the Paying Agent.

**Mandatory Sinking Fund Redemption of
Bonds Maturing August 1, ____**

Mandatory Sinking Fund Redemption Date <u>(August 1)</u>	Principal Amount <u>To be Redeemed</u>
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**Mandatory Sinking Fund Redemption of
Bonds Maturing August 1, ____**

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

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

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

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

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

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

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

By _____
President
Board of Trustees

Attest:

Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series D Bonds (Estimated): 3.36%.
2. Finance charge of the Series D Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$580,000. Such amount consists of costs of issuing the Series D Bonds in the amount of approximately \$300,000 together with estimated Underwriter's compensation in the amount of approximately \$280,000.
3. Proceeds of the Series D Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series D Bonds (Estimated): \$80,000,000.
4. Total Payment Amount for the Series D Bonds, being the sum of all debt service to be paid on the Series D Bonds to final maturity (Estimated): \$128,988,141.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Series D Bonds.*

BOND PURCHASE AGREEMENT

\$80,000,000
LOS RIOS COMMUNITY COLLEGE DISTRICT
(Sacramento County, California)
General Obligation Bonds
2008 Election, Series D

BOND PURCHASE AGREEMENT

June __, 2019

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

Ladies and Gentlemen:

RBC Capital Markets, LLC, as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Los Rios Community College District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$80,000,000 aggregate principal amount of the Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series D (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds of \$80,000,000, plus original issue premium of \$_____ less Underwriter's discount of \$_____). On the Closing Date (defined below) the Underwriter shall wire the amount of \$_____ to U.S. Bank National Association, as custodian, for the payment of costs of issuance of the Bonds, pursuant to Section 14.

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in

this Purchase Agreement, and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. The Bonds. The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on April 10, 2019 (the "Bond Resolution") and the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), all for the purpose of financing educational projects approved by District voters at a bond election held on November 4, 2018, as more particularly described in the Bond Resolution. The Bonds shall be dated the date of delivery, and bear current interest at the rates and mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

3. Redemption. The Bonds shall be subject to redemption as provided in the Bond Resolution and as set forth in Appendix A attached hereto.

4. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (as defined in Section 10(b) below), the Bond Resolution, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Bonds in accordance with the requirements of Section 11. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated May __, 2019 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of SEC Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class

mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. Closing. At 8:00 a.m., California Time, on June __, 2019, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC’s FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by wire transfer to or upon the order of the District.

8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is, and will be on the Closing Date, a community college district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Bond Resolution and the Continuing Disclosure Certificate.
- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax of the interest on the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.
- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

- (i) Continuing Disclosure. The District shall enter into and perform its obligations under the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Sacramento County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to appropriate officials of the County a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Sections 15250 et seq. of the Education Code and in accordance with the policies and procedures of the County.

9. Underwriter Representations, Warranties and Agreements. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. Covenants of the District. The District covenants and agrees with the Underwriter as follows:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day

following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

- (c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.
- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an

amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the “Primary Offering Disclosure Period” (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The “Primary Offering Disclosure Period” is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. Establishment of Issue Price.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) 10% Test. Except for those maturities identified in Appendix A for which the hold-the-offering-price rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Notwithstanding the foregoing, at the time of execution of this Purchase Agreement, the 10% test has been satisfied as to each maturity of the Bonds.

(c) Initial Offering Prices. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

(d) Selling Group or Retail Distribution Agreements. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language

date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing.
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.
- (d) Marketability. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of

federal income taxation or State income taxation of the interest received by the owners of the Bonds; or

- (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
- (2) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;
 - (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;
 - (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
 - (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
 - (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in

violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency.
 - (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
 - (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
 - (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
 - (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (11) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
 - (12) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District; or
 - (13) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
- (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE SERIES D BONDS" (excluding any and all information contained with respect to the Book-Entry Only System of DTC), "APPLICATION OF PROCEEDS OF SERIES D BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents,

nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no further consent is required for inclusion of the audit in the Official Statement;
- (5) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with a fully executed copy of the Bond Resolution to the effect that:
 - (i) such copy is true and correct; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;

- (9) Paying Agent Certificate. A written certificate of U.S. Bank National Association, as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution;
 - (10) Tax Rate and Bonding Capacity Certificates. A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed \$25 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations;
 - (11) Underwriter's Counsel Opinion. An opinion of Dannis Woliver Kelly, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
 - (12) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded; and
 - (13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. Costs and Expenses. The Underwriter shall deposit with U.S. Bank National Association, as costs of issuance custodian (the “Custodian”) the amount of \$_____ as referenced in Section 1, to provide for the payment of expenses incidental to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District’s financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds. Funds needed for the payment of costs of issuance in excess of said deposit, if any, shall be the sole responsibility of the District.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds), fees of Underwriter’s counsel, and other expenses, shall be paid by the Underwriter.

15. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent’s designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

RBC Capital Markets, LLC
777 South Figueroa Street, Suite 850
Los Angeles, California 90017
Attention: _____

16. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. Determination of End of the Underwriting Period. For purposes of this Purchase Agreement, the “end of the underwriting period” for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the “end of the underwriting period” is the Closing Date.

18. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. Non-Assignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

21. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: _____
Name
Title

The foregoing is hereby agreed to and accepted as of the date first above written:

LOS RIOS COMMUNITY COLLEGE DISTRICT

By: _____
Name
Title

Date: June __, 2019

Time of Execution: _____ a.m./p.m. California time

APPENDIX A

Maturity Schedule

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price*</u>
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**10% test for issue price purposes met at time of pricing for each maturity.*

C: Priced to first par call on _____, 20__.

T: Term Bonds

Redemption Provisions

Optional Redemption

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on February 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For the purpose of selection for optional

redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

If any Term Bonds are redeemed pursuant to the optional redemption provisions described above, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
LOS RIOS COMMUNITY COLLEGE DISTRICT
(Sacramento County, California)
General Obligation Bonds
2008 Election, Series D

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of RBC Capital Markets, LLC (“RBC”), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means Los Rios Community College District.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RBC’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the

preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

RBC CAPITAL MARKETS, LLC,
as Underwriter

By: _____
Name
Title

**SCHEDULE A
ACTUAL SALE PRICES**

COSTS OF ISSUANCE CUSTODIAL AGREEMENT

\$80,000,000
LOS RIOS COMMUNITY COLLEGE DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
2008 ELECTION, SERIES D

COSTS OF ISSUANCE CUSTODIAL AGREEMENT

This Costs of Issuance Custodial Agreement (this "Agreement") dated June 26, 2019, has been entered into between Los Rios Community College District (the "District") and U.S. Bank National Association ("U.S. Bank"). U.S. Bank has been appointed by the purchaser of the within-mentioned bonds to act as custodian for the payment of \$80,000,000 costs of issuance for the Los Rios Community College District General Obligation Bonds, 2008 Election, Series D (the "Bonds"). This Agreement sets out the terms and conditions of said appointment.

The District and U.S. Bank agree as follows:

1. U.S. Bank has received on this date the amount of \$300,000.00 from the purchaser of the Bonds, and has deposited the funds in the Costs of Issuance Account Number _____ established at U.S. Bank in the name of Los Rios Community College District (Sacramento County, California) General Obligation Bonds 2008 Election, Series D (the "Custodial Account").
2. Amounts in the Custodial Account shall be held in cash by U.S. Bank, and shall not be invested.
3. U.S. Bank will pay authorized Costs of Issuance of the Bonds as directed by the District from time to time via a Written Order of the District signed by the Deputy Chancellor, Finance and Administration. Exhibit A hereto constitutes the first such requisition, and U.S. Bank is instructed to pay such amounts as set forth thereon.
4. Any funds remaining in the Custodial account (including earnings) on August 26, 2019, will be transferred to the Director of Finance of Sacramento County and be applied to pay interest next coming due on the Bonds.
5. U.S. Bank will receive a one-time fee of \$500.00, payable out of the Deposit, as compensation for the Custodian services hereunder. If the amount on deposit in the Costs of Issuance Account is not sufficient to pay such fee to the Custodian, the District shall pay the Custodian from available funds of the District all amounts necessary to compensate the Custodian.
6. This Agreement will terminate on August 26, 2019, or earlier upon the exhausting of all funds in the account.

The liability of U.S. Bank as Custodian is limited to the duties listed above. The Custodian will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

**LOS RIOS COMMUNITY COLLEGE
DISTRICT**

U. S. BANK NATIONAL ASSOCIATION

Deputy Chancellor,
Finance and Administration

Vice President

EXHIBIT A

COSTS OF ISSUANCE DISBURSEMENTS

<u>Payee Name</u>	<u>Purpose of Obligation</u>	<u>Amount*</u>
Dale Scott & Company	Financial Advisor Fee, Official Statement Printing and Reimbursable Expenses	
Jones Hall, APLC	Bond and Disclosure Counsel Fees and Reimbursable Expenses	
Standard & Poor's Credit Market Services	Rating Agency Fee	
Moody's Investors Service	Rating Agency Fee	
U.S. Bank National Association	Custodian Agent Fee	

*Not to exceed amount to be paid upon submission of an invoice to the Custodian.

PAYING AGENT AGREEMENT

LOS RIOS COMMUNITY COLLEGE DISTRICT
(Sacramento County, California)
GENERAL OBLIGATION BONDS
2008 Election, Series D

PAYING AGENT AGREEMENT

This Paying Agent Agreement (this “Agreement”), is executed and entered into as of June 26, 2019, between the Los Rios Community College District (the “District”) and the County of Sacramento (the “County”);

WITNESSETH:

WHEREAS, the District is proceeding to issue its General Obligation Bonds, 2008 Election, Series D in the aggregate principal amount of \$80,000,000 (the “2008 Series D Bonds”), under the provisions of a Resolution adopted by the Board of Trustees of the District on November 8, 2017 (the “Bond Resolution”); and

WHEREAS, the District desires to appoint the Director of Finance of the County (the “Director of Finance”) to act as the Registrar (the “Registrar”) and the Paying Agent (the “Paying Agent”) for the 2008 Series D Bonds in accordance with the Bond Resolution, and the Board of Supervisors of the County has approved such appointment;

NOW THEREFORE, the District and the County agree as follows:

1. The Director of Finance as the Registrar will maintain records as to the identity of the registered owners of all the 2008 Series D Bonds, and will effect transfers of registered ownership of 2008 Series D Bonds upon surrender of 2008 Series D Bonds to the Director of Finance accompanied by such instruments of transfer and other documents as he may require, and will cancel all 2008 Series D Bonds surrendered to him for transfer or payment and will dispose of such canceled 2008 Series D Bonds at the written direction of the District, and (if the District notifies the Director of Finance of the loss, destruction or theft of any 2008 Series D Bond) will place a stop transfer order against such 2008 Series D Bond and will take instructions from the District with respect to the issuance of any replacement 2008 Series D Bond. The Director of Finance may rely and is protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, coupon or other paper or document reasonably believed by him to be genuine and to have been signed or presented by the proper party or parties.

2. The Director of Finance as the Paying Agent will give notice of redemption of any 2008 Series D Bonds at the request of and at the expense of the District, and will prepare and deliver checks for the payment of the interest on and the principal of the 2008 Series D Bonds (or will provide payment by federal funds wire transfer as specified in the

Bond Resolution) on their regularly scheduled payment dates and for the payment of the redemption premiums, if any, on any 2008 Series D Bonds called for redemption on their redemption dates.

3. The District will cause to be transferred to the Director of Finance as the Paying Agent prior to each payment date of the 2008 Series D Bonds sufficient funds to pay all interest, principal and redemption premiums, if any, payable on the 2008 Series D Bonds as such interest, principal and redemption premiums, if any, become due. Any money deposited with the Director of Finance as the Paying Agent for the payment of the interest on or principal of or redemption premiums, if any, on the 2008 Series D Bonds and remaining unclaimed for two years after such interest or principal or redemption premiums, if any, have become due and payable will be repaid to the District, and all liability of the Director of Finance with respect thereto will thereupon cease. The Director of Finance has no duties with respect to the investment of funds deposited with him, unless otherwise directed by the District, nor is the Director of Finance required to pay interest on any uninvested funds.

4. The Director of Finance as the Registrar and the Paying Agent may consult with legal counsel, and the written advice of such counsel or any opinion of counsel will be full and complete authorization and protection in respect of any action taken, suffered, or omitted by him hereunder in good faith and in reliance thereon, which such reasonable costs of counsel will be reimbursed by the District, and the Director of Finance as the Registrar and the Paying Agent is not bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, coupon or other paper or document, but in his discretion may make such further inquiry or investigation into such facts or matters as he may see fit, and, if the Director of Finance determines to make such further inquiry or investigation, he is entitled to examine the books, records and premises of the District, personally or by agent or attorney.

5. The District shall reimburse the Director of Finance for all actual costs incurred by him and his staff in connection with his appointment as the Registrar and the Paying Agent hereunder and for all his advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants or counsel employed by him in the exercise and performance of his powers and duties hereunder, and the District shall indemnify, defend and save the Director of Finance and his agents and employees, harmless against losses, costs, expenses and liabilities, including fees and expenses of his attorneys, not arising from his own negligence or willful misconduct which he may incur in the exercise and performance of his powers and duties hereunder.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and shall remain in effect until the final maturity of the 2008 Series D Bonds and all funds are disbursed or until this Agreement is amended or terminated. However, this Agreement may be terminated by written notice of either party to the other.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the date first above written.

**LOS RIOS COMMUNITY COLLEGE
DISTRICT**

By _____
Chancellor

COUNTY OF SACRAMENTO

By _____
Director of Finance


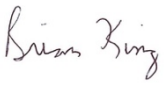
Approved as to form:

By _____
County Counsel

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Contract Award: FLC Veneer Repair Rebid	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Theresa Matista, Deputy Chancellor	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	X
		INFORMATION	<input type="checkbox"/>

BACKGROUND:

This project removes and repairs failing thin brick and slate tile veneer at Folsom Lake College. Following the failure of some tiles at Dogwood Hall in December 2017, the District conducted an evaluation of all buildings on site and identified areas of current and potential failure. Staff took immediate action to protect the campus, while evaluating the reason for the failures and development of specifications to repair and replace. In reviewing the cause, it is possibly due to a failure with the adhesive process, faulty design leading to water infiltration, as well as the need to apply sealer periodically. It is possible all three are contributing factors. The warranty period of ten years had expired prior to any failures. This project is necessary to maintain the safety and aesthetics of the campus. The anticipated start date is April 2019, with completion expected in July 2019.

STATUS:

The project was publicly advertised for bid twice. The first bid had only one response and was above the projected amount. The second process again resulted in only one response. The second bid was structured as a base bid plus five alternates. Alternates two through five were for areas that have not yet failed and/or are not considered a potential safety hazard. This project is funded with a combination of Scheduled Maintenance and Special Repairs as well as 2019-20 program development funds (advanced). Although the second bid process also came in higher than projected, staff are recommending the award of all alternates to avoid potentially higher costs due to increasing construction costs. This will also facilitate the implementation of a regular maintenance program.

Contractor Name	Base Bid	Alternate 1	Alternates 2-5	Total Award
TNT Industrial Contractors, Inc.	\$462,883	\$168,512	\$445,372	\$1,076,767


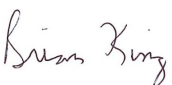
RECOMMENDATION:

It is recommended the Board of Trustees award the contract for Bid 19009R to TNT Industrial Contractors Inc. for a total bid award of \$1,076,767, for the base bid and five alternates.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Board Policy Revision: P- 8321 Contracts and Contract Procedures	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	JP Sherry, General Counsel 	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor 	ACTION	X
		INFORMATION	

BACKGROUND:

As the District looks to the California Uniform Construction Cost Accounting Act (“CUPCCAA”) to award public projects, the Board Policy and corresponding regulations were reviewed and revised.

STATUS:

To benefit from CUPCCAA, Board Policy 8321 was revised to add provisions to authorize the Chancellor to enter into emergency contracts under CUPCCAA. For informational purposes, staff has attached the corresponding regulations that detail the emergency purchase processes.

Because this is a minor change involving no policy issues outside of the approval of the CUPCCAA resolution and because it is noncontroversial, it is being submitted in a single reading, rather than two readings pursuant to Board Policy 3112.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposed revisions to the attached policy.

[Policy - 8000 Business](#) || [Table of Contents](#) || [Back](#) || [Next](#)

1.0 Authorization to Contract

1.1 The Chancellor is authorized and empowered to contract in the name of Los Rios Community College District subject to provisions of law and to approval or ratification by the Los Rios Community College District Board of Trustees. (Ed. Code, §§ 81655 and 81656)

1.2 [The Chancellor is authorized and empowered to enter into emergency contracts subject to the provisions of Public Contract Code, §§ 20654 and 22050.](#)

2.0 Non-Discrimination and Affirmative Action for Contract Compliance

2.1 Any contractor performing work or providing services for the Los Rios Community College District must certify that there is no discrimination in the company's hiring or employment practices because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status.

2.2 All contractors, subcontractors, vendors, and suppliers shall be notified of the District's employment policy (compliance with Executive Orders 11246 and 11375) and shall be requested to take appropriate action on their part. On all contracts and bids, contractors, subcontractors, vendors, and suppliers shall be asked to sign a notice of compliance, unless exempted by law.

2.3 The Chancellor will ensure that District purchasing procedures will comply with state regulations on Minority, Women, and Disabled Veteran Business Enterprise Participation Goals. (Title 5, § 59500)

2.4 The Chancellor will ensure that District purchasing procedures comply with the District's conflict of interest Administrative Regulations.

(Formerly P-8311)

LRCCD

Policy Adopted: 9/1/65

Policy Revised: 1/23/74; 2/4/81; 6/16/82; 4/19/95; 6/10/15; 11/9/16

Policy Reviewed: 11/9/16

Adm. Regulation: [R-8321](#)

[Draft 11/29/18](#)

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1.0 Construction Contract Change Orders Associated with Bids

- 1.1 Changes to bids will be in conformance with Public Contract Code.
- 1.2 Change orders that do not exceed fifteen thousand dollars (\$15,000) or ten percent (10%) of the contract price shall be approved by the Chancellor or designee and ratified by the Los Rios Community College District Board of Trustees. Change orders that exceed bid limits or ten percent (10%) of the original contract price (whichever is higher) shall be bid.

2.0 Changes to Purchase Orders and Requisitions

- 2.1 A change to the authorized amount of a purchase order or requisition that is seven hundred fifty dollars (\$750.00) or less can be processed by purchasing staff without additional authorization from the Chancellor or College/District designee.
- 2.2 A change to a purchase order or requisition over seven hundred fifty dollars (\$750.00) must be authorized by the Chancellor or College/District designee.

3.0 Emergency Purchases

3.1 For Contracts that fall under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), in cases of emergency, when repair or replacements of public facilities are necessary, the Board of Trustees may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. The notices to be given and the procedures to be followed shall follow Public Contract Code section 22050.

~~3.1~~ In cases of emergency, the Board of Trustees by four-fifths vote shall delegate to the Chancellor, or designee, the authority to enter into emergency contracts, subject to report to the Board of Trustees within 7 days or at its next regularly scheduled meeting which shall be no more than 14 days after the action was taken.

3.1.1

3.1.2 The Chancellor, or designee must report at each subsequent meeting until the contract is completed or terminated.

~~3.2~~3.1.3 During each regularly scheduled meeting after entering into an emergency contract, the Board of Trustees shall determine, by a four-fifths vote, that there is a need to continue the action and shall terminate the action at the earliest possible date.

~~3.3~~3.2 In emergencies not covered by CUPCCAA, in order to prevent work stoppage with respect to any building program, the Chancellor or designee shall be authorized to use individual judgment, subject to a later report to the Board of Trustees and ratification of that action by the Board of Trustees. A unanimous vote of the Board of Trustees is required for emergency purchases. (Pub. Contract Code, § 20654)

4.0 Stop Notices

If a District contractor or subcontractor submits a stop notice or any documentation related to a stop notice, the District shall follow the Stop Notice Procedure attached to this Administrative Regulation as Attachment A.

	(Formerly R-8311)	LRCCD
Adm. Regulation Adopted:	6/23/65	
Adm. Regulation Revised:	10/16/68; 2/4/81; 6/16/82; 4/19/95; 1/27/97; 1/15/03; 4/17/06; 4/27/15	
Adm. Regulation Reviewed:	4/27/15	
Board Policy:	<u>P-8321</u>	<u>Draft 2/26/19</u>

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1.0 Cost Limit Relating to Bids

- 1.1 Unless specifically authorized by law, all contracts shall be formally bid.
- 1.2 The Los Rios Community College District shall not be required to formally bid contracts involving an expenditure of less than that provided for by Public Contract Code, section 20651, for:-
 - 1.2.1 The purchase of equipment, materials or supplies to be furnished, sold or leased to the District;
 - 1.2.2 Services, except construction services; or
 - 1.2.3 Repairs and maintenance that are not public projects as defined in Public Contract Code section 22002, subdivision (c).
- 1.3 The District shall not be required to formally bid any contracts involving an expenditure of Fifteen Thousand Dollars (\$15,000.00) or less for public projects as defined in Public Contract Code section 22002, subdivision (c).
- 1.4 The District shall not be required to bid professional services contracts.
- 1.5 The District may make repairs and perform maintenance by day labor or force account whenever the total number of hours on the job does not exceed seven hundred fifty (750) hours or when the cost of materials is twenty-one thousand dollars (\$21,000.00) or less.
- 1.6 Any contract that is not formally bid may be informally bid as set forth in Public Contract Code section 20657.
- 1.7 The expenditure amounts set forth in this regulation shall apply to the total expenditure for goods or services and shall not be affected by a multi-year payment schedule.

2.0 Informal Bids under the California Uniform Public Construction Cost Accounting Act (Public Contract Code, section 22000, et seq.)

- 2.1 Notwithstanding section 1.0, public projects, as defined by the California Uniform Public Construction Cost Accounting Act may be performed or let to contract by the informal procedures identified in section 22032, et seq., of the Public Contract Code.
- ~~1.7~~2.2 The District shall comply with the requirements of Public Contract Code section 22034 regarding the contractors list.

~~1.8~~2.3 Where a public project is to be performed which is subject to the provisions of this section 2.0, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

~~1.8.1~~2.3.1 Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with section 2.2, above; or

~~1.8.2~~2.3.2 Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:

2.3.2.1 If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids be sent exclusively to such contractor or contractors.

2.4 The Associate Vice Chancellor of Finance and the Director of General Services are each authorized to award informal contracts pursuant to this section 2.0.

~~1.9~~2.5 If all bids received in the informal process are in excess of the limits of Public Contract Code section 22034, the Board of Trustees may, by adoption of a resolution by a four-fifths vote, award the contract, at an amount less than described in Public Contract Code section 22034, to the lowest responsible bidder, if it determines the cost estimate of the District was reasonable.

~~2.0~~3.0 Bidding and Quotation Procedures

~~2.1~~3.1 The law shall be strictly followed in regard to purchasing and bids shall be received from firms located both within and outside the District. (Ed. Code, §§ 81641 and 81644)

~~2.2~~3.2 Firms shall be requested to submit all bids in a uniform manner in order that bids may be evaluated, accepted or rejected as a whole or in part.

~~2.3~~3.3 Unless there is just cause for other action or as specified in the Education Code, the lowest responsive bid or quotation from a responsible bidder shall be accepted. In the event identical bids or quotations are received, award of contract will be determined by lot. (Gov. Code, § 53064).

~~2.4~~3.4 The District may reject all bids.

~~3.0~~4.0 Notification/Awarding of Bids

~~3.1~~4.1 The Los Rios Community College District Board of Trustees shall approve the awarding of all bids for goods and services as required by Public Contract Code and District Policy [P-8315](#).

~~4.0~~5.0 Conflict of Interest

~~4.1~~5.1 All purchasing transactions are subject to the District’s Conflict of Interest Rules located at District Policy [P-8631](#).

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LRCCD

Adm. Regulation Adopted: 9/1/65

Adm. Regulation Revised: 9/2/70; 1/20/71; 10/17/73; 12/21/76; 2/4/81; 6/16/82; 3/12/85; 4/19/95; 11/28/95; 1/27/97; 11/3/97; 1/15/03; 9/8/08; 10/26/09; 10/24/11; 6/12/13

Adm. Regulation Reviewed:



Board Policy: [P-8323](#); [P-8631](#)

[Draft 11/13/18](#)

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Resolution No. 2019-03:Authorizing Election Under Public Contract Code Section 22030	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 JP Sherry, General Counsel	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:

Public project contracts that exceed \$15,000 in cost have traditionally been awarded by the Los Rios Community College District through the formal bidding process as outlined in Public Contract Code section 20651. However, another option exists for award of public projects by public agencies for expenditures up to \$200,000. Public Contract Code section 22001 provides for the development of cost accounting standards and an alternative method for the bidding of public projects by public entities. This alternative method is the California Uniform Construction Cost Accounting Act (“CUPCCAA”).

STATUS:

For public projects and maintenance projects of up to \$60,000, the Act allows the District to perform those projects by force account, negotiated contract or purchase order. For public projects and maintenance projects between \$60,000 and \$200,000, the Act provides for letting those projects by informal bidding procedures. For projects over \$200,000, the Act requires the current formal bidding process.

To bring itself within the advantages of CUPCCAA, the Board of Trustees is required to adopt a resolution authorizing the District to notify the State Controller’s Office of the District’s intent to participate and to enact an informal bidding regulation to govern the selection of contractors to perform public projects. The advantage of the lower tiers of contracts is that it saves time and money by providing a streamlined process for the District to engage contractors or even use the District’s own forces for public projects.

RECOMMENDATION:

It is recommended the Board of Trustees approve the attached resolution 2019-03, establishing the election of the District under Public Contract Code section 22030 to become subject to the Uniform Public Construction Cost Accounting Procedures and the Commission’s policies and procedures manual and cost accounting.



LOS RIOS COMMUNITY COLLEGE DISTRICT

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

RESOLUTION

№ 2019-03

AUTHORIZING ELECTION UNDER PUBLIC CONTRACT CODE SECTION 22030

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the California Uniform Public Construction Cost Accounting Act ("CUPCCAA"), establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under CUPCCAA has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Los Rios Community College District desires to elect and become subject to CUPCCAA for the purposes of awarding public project contracts as appropriate under these procedures; and

WHEREAS, the Los Rios Community College District finds that utilizing the procedures outlined by CUPCCAA may save administrative time and expense and will be in the best interest of the District: now, therefore,

BE IT RESOLVED, that the Los Rios Community College District finds that utilizing the procedures outlined by CUPCCAA may save administrative time and expense and will be in the best interest of the District; and

BE IT FURTHER RESOLVED, that the Los Rios Community College District hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in CUPCCAA and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Deputy Chancellor, or designee, notify the State Controller forthwith of this election.

PASSED AND ADOPTED as Los Rios Community College District Resolution № 2019-03 this tenth day of April, 2019, by the following called vote:

AYES	NOES	ABSENT
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Attest:


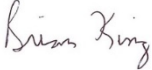
John Knight, Board President

Brian King,
Chancellor and Secretary to the Board 149

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	Dual Enrollment Memorandum of Understanding: El Dorado Union High School District	ATTACHMENT: Yes	
		ENCLOSURE: None	
AGENDA ITEM:	Information Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Whitney Yamamura, President, Folsom Lake College 	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
APPROVED FOR CONSIDERATION:	Brian King, Chancellor 	ACTION	<input type="checkbox"/>
		INFORMATION	<input checked="" type="checkbox"/>

BACKGROUND:

With the passage of Assembly Bill 288, California community college districts are authorized to enter into agreements with high school districts to expand opportunities for high school students to take college courses during the regular school day and for community colleges to claim apportionment. To go forward with this program, the law requires community college districts and high school districts to enter into a Memorandum of Understanding (MOU) approved by the governing boards of both the community college district and the high school district. The Los Rios Community College District (LRCCD) created the standard MOU to propose a new policy and regulation addressing this issue. Folsom Lake College (FLC) has worked to develop stronger and deeper partnerships with local K-12 school districts as part of the College’s strategic goals. Outgoing meetings began in 2017 between FLC and the El Dorado Union High School District (EDUHSD), Virtual Academy at Shenandoah. Dual enrollment classes were identified as high priority by both institutions.

STATUS:

The proposed MOU is between the LRCCD and the El Dorado Union High School District. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for technical education. Beginning Fall 2019, classes in Spanish and Human Career Development will be offered to high school students at Virtual Academy at Shenandoah.

RECOMMENDATION:

This item is presented to the Board of Trustees for information and discussion. It is recommended that a public hearing be scheduled on May 15, 2019 to allow for public input regarding the joint MOU submitted by the District and El Dorado Union High School District.

**MEMORANDUM OF UNDERSTANDING
REGARDING DUAL ENROLLMENT
BETWEEN THE LOS RIOS COMMUNITY COLLEGE DISTRICT
FOLSOM LAKE COLLEGE
AND THE**

EL DORADO HIGH SCHOOL DISTRICT, VIRTUAL ACADEMY AT SHENANDOAH

This Memorandum of Understanding (“MOU”) is between the Los Rios Community College District, specifically FOLSOM LAKE COLLEGE and the EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD). For identification purposes only this MOU is dated June 1, 2019.

RECITALS

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

WHEREAS, EDUHSD is a High School District located in El Dorado County;

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

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

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

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

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

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

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular course or courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.
5. **Required Information.**
 - A. The total number of high school students to be served by this MOU is estimated at 120.
 - B. The total number of full time equivalent students projected to be claimed by LRCCD for apportionment under this MOU is 40.
 - C. The criteria to assess the ability of pupils to benefit from this dual enrollment program are as follows:
 - Students must have a high school GPA of 2.0.

- In order to retain eligibility, dual enrollment students must maintain a cumulative 2.0 GPA in college coursework.
- On the first day of the college class, dual enrollment students must be at least fourteen (14) years old.

Admission to this dual enrollment program also requires the following:

- A recommendation from the applicant's high school principal or duly authorized designee, including specific course numbers and any acceptable alternates;
- Permission from the applicant's parent or guardian;
- Proof that the student will be at least fourteen (14) years of age by the first day of class.

- D. The point of contact for LRCCD is Vice Chancellor of Education and Technology Jamie Nye and the Folsom Lake College President Whitney Yamamura. The point of contact for EDUHSD DISTRICT is Assistant Superintendent, Educational Services Christopher Moore.
- E. LRCCD shall be the employer of record for purposes of assignment monitoring and reporting to the county office of education if required and shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- F. All sharing of information between LRCCD and the EDUHSD shall be in compliance with Federal Educational Rights and Privacy Act and State law. Where exceptions to those laws allow LRCCD and the EDUHSD to share information without the consent of the students, LRCCD and EDUHSD will follow the requirements of FERPA and State law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party's control. Where there is no exception, sharing information will require a signed, dated release from the student explicitly authorizing the sharing of personally identifiable information about the student.
- G. LRCCD and EDUHSD shall not utilize Joint Use Facilities. Instruction shall occur on the EDUHSD campuses or LRCCD campuses.
- H. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college courses offered by LRCCD. The consent form shall be submitted to and be maintained by LRCCD. Pursuant to LRCCD Policy and Regulation, LRCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

6. **Required Certifications.**

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

7. **Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU.**

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. LRCCD policies and procedures apply and LRCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the EDUHSD.
- B. Enrollment Period. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.

- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, policies, pertinent statutes, and regulations. All students will be under the immediate supervision of an employee of LRCCD. For purposes of this paragraph all EDUHSD employees who are teaching the courses shall be deemed to be employees of LRCCD.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses
- G. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California Community College.
- H. Facilities. EDUHSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to LRCCD or students. EDUHSD agrees to clean, maintain, and safeguard EDUHSD's premises. EDUHSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- I. Equipment. EDUHSD will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all EDUHSD students. The parties understand that such equipment and materials are EDUHSD's sole property. LRCCD faculty shall determine the type, make, and model of all equipment and materials to be used during each Course; in making this determination, LRCCD faculty will consider open education resources whenever possible. EDUHSD understands that no equipment or materials fee may be charged to students. Students in a course who are not enrolled in EDUHSD shall be provided course materials, specialized equipment, and other necessary equipment as specified in LRCCD Policies.
- J. Enrollment. Enrollment shall be open to any EDUHSD Virtual Academy pupil who has been admitted to LRCCD and meets all applicable course prerequisites as well as the requirements stated in 5.C above. Applicable prerequisite courses, training,

or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

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

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

- K. Enrollment Fees. Pursuant to LRCCD Board Policy, Education Code sections 76300(f), and 76004, students enrolled in courses under this MOU shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees). EDUHSD will pay all other applicable fees (i.e. Universal Transit Fee, Health Fee, Student Representation Fee, etc.).
 - N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD.
 - O. Ancillary Support Services for Students. Both LRCCD and EDUHSD shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
8. **Liaison.** At no cost to EDUHSD, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and EDUHSD. LRCCD will provide EDUHSD personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the LRCCD's application procedures.
9. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. EDUHSD /LRCCD to Provide Support Services. Unless otherwise provided for in a related CA, EDUHSD and LRCCD will collaborate to provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
- B. EDUHSD is Responsible for its Own Personnel. EDUHSD's personnel will perform these services on duty time. EDUHSD personnel performing these services will be employees solely of EDUHSD, subject to the authority of EDUHSD, but will also be subject to the direction of LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.
10. **Faculty.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. LRCCD to Select and Employ Faculty. LRCCD will select faculty pursuant to its own policies, regulations and the law. EDUHSD personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of EDUHSD, specifically with regard to their duties as EDUHSD employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the course is offered.
- B. Faculty. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. LRCCD Shall Determine Faculty Requirements. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.
- D. Orientation Meeting. Faculty shall attend an orientation meeting if scheduled and LRCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
11. **Instruction.** All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

12. **Facilities.** The parties contemplate that primarily, the facilities of EDUHSD will be utilized to carry out the goals of this MOU and any related CA, although from time to time LRCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. EDUHSD agrees to defend, hold harmless, and indemnify LRCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third party be injured as a result of or connected with the condition of the EDUHSD's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.
13. **Workers' Compensation.** EDUHSD shall be the "primary employer" for all its personnel who perform services as support staff. EDUHSD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective EDUHSD personnel made in connection with performing services and receiving instruction under this MOU or any related CA. EDUHSD agrees to hold harmless, indemnify, and defend LRCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by EDUHSD personnel connected with providing services under this MOU or any related CA. EDUHSD is not responsible for non-EDUHSD personnel who may serve as faculty or students who are not affiliated with the EDUHSD. These provisions may not be voided, modified nor waived by a related CA.
14. **Reporting Requirements.** Annually, LRCCD and EDUHSD shall report all of the following information to the office of the Chancellor of the California Community Colleges:
- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - B. The total number of community college courses by course category and type and by school-site enrolled in by partnership participants.
 - C. The total number and percentage of successful course completions, by course category and type and by school-site, of partnership participants.
 - D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.
15. **Indemnification.**
- A. EDUHSD shall defend, hold harmless, and indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including

reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of EDUHSD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- B. LRCCD shall defend, hold harmless, and indemnify EDUHSD, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of LRCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. EDUHSD shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify EDUHSD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that EDUHSD or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

16. Insurance Requirements.

- A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each party's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance policies.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.
17. **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression,

pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.

18. **Entire Agreement.** This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.
19. **Amendment.** The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
20. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
21. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.
22. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
23. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
24. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
25. **Authority to Enter Into MOU.** Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions

contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.

- 26. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. EDUHSD shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. EDUHSD shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.
- 27. **Retention and Audit of Records.** Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 28. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Sacramento County, California.

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

AGREED TO AND ACCEPTED:
LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREED TO AND ACCEPTED:
EL DORADO UNION HIGH SCHOOL DISTRICT

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


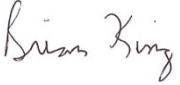
By: _____
Title: _____
Address: _____

Telephone: _____

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 10, 2019

SUBJECT:	District Veteran Resource Services	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Information Item B	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	 Jamey Nye, Vice Chancellor Education & Technology	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	 Brian King, Chancellor	ACTION	
		INFORMATION	X

BACKGROUND:

Members of the Board of Trustees have requested an overview of Veterans Services in Los Rios. The presentation will provide a comprehensive overview of the services offered to our veteran students, including information on the background, demographics, educational goals, and outcomes of our veteran students who attend Los Rios colleges. A *Veteran Student* is a student who has been verified by a Los Rios college as having served in the United States military or is a dependent of a veteran.

Since the implementation of the Post 9/11 GI Bill we have seen an increase in the number of veterans attending colleges throughout the United States, and the need to have comprehensive Veterans Resource Centers on campuses has grown dramatically. Los Rios colleges have proudly participated in expanding services to our veteran students.

Our Veterans Resource Centers offer a variety of services to make it easier to obtain information, transition to college, and have access to critical student and instructional supplemental support services. Our Veterans Resource Centers not only provide college support services, but also focus on the following goals:

- Create a culture of trust and connectedness across the campus community to promote well-being and success for veterans;
- Coordinate and centralize campus efforts for all veterans;
- Collaborate with local community agencies and organizations, including governmental agencies, to align and coordinate services for veterans.

STATUS:

Staff will provide an update on Veteran Services in Los Rios and highlight several experiences by students who benefited from these services.

RECOMMENDATION:

This item is presented to the Board of Trustees for information and discussion.