

# LOS RIOS COMMUNITY COLLEGE DISTRICT

## BOARD MEETING AGENDA Wednesday, March 17, 2021 5:30pm

### **Zoom Meeting Access (Open to the Public):**

Webinar Link: <https://cccconfer.zoom.us/j/98101758320>  
Telephone Dial: (669) 900-6833  
Webinar ID: 981 0175 8320

*Notice: This meeting will be held in accordance with Executive Order N-25-20, N-29-20 and N-33-20 issued by California Governor Gavin Newsom on March 12, 17, and 19, 2020, the Ralph M. Brown Act, and the Federal American With Disabilities Act.*

*In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Webinar. Upon entry into the meeting; all computers and telephones except for the Board of Trustees, the Chancellor, and the Board Clerk shall be muted.*

<b>1. CALL TO ORDER</b>	Board President
-------------------------	-----------------

<p><b>2. ORAL COMMUNICATIONS</b></p> <p><i>The public may comment on any items within the Board’s jurisdiction, even if the items are not on the agenda only during this portion of the meeting. However, the law prohibits action by the Board on non-agenda items. Speakers are limited to three minutes. If you wish to speak to a particular item on the current board agenda, your comments will be taken up at the time the Board takes up that item.</i></p> <p><i>Members of the public have three options to offer public comment:</i></p> <p><i>Email your full name and the matter you wish to speak about to <a href="mailto:board@losrios.edu">board@losrios.edu</a> by 3:00pm on the day of the meeting, and you will be called on by the Board President during this portion of the meeting.</i></p> <p><i>Use the Q&amp;A function in Zoom to submit your full name and the matter you wish to speak about to the Clerk of the Board. You will be called on by the Board President during this portion of the meeting.</i></p> <p><i>If participating by phone, you may “raise your hand” by dialing *9 during the public comments portion of the meeting. When you raise your hand, you will be recognized by the President of the Board and asked to provide your full name and the matter you wish to speak about.</i></p>
---

<b>3. CONSENT CONSIDERATIONS</b>	
<i>A member of the Board may request that an item be removed for further discussion and separate action.</i>	
A. <a href="#">Board Meeting Minutes: February 10, 2021 (page 3)</a>	Brian King
B. <a href="#">Curriculum Proposals: ARC/CRC/FLC/SCC (page 12)</a>	Jamey Nye
C. <a href="#">Board Policy Amendments: P-3123 Student Trustee Rights and Responsibilities; P-3221 Compensation and Reimbursement (page 21)</a>	Jacob Knapp
D. <a href="#">Statement of Legislative Principles (page 27)</a>	Mario Rodriguez
E. <a href="#">Agreement: Natomas Center’s Parking Lot (page 31)</a>	Mario Rodriguez
F. <a href="#">Ratify: Grants and Contracts Awarded (page 56)</a>	Brian King
G. <a href="#">Ratify: Affiliation and Other Agreements (page 57)</a>	Mario Rodriguez
H. <a href="#">Ratify: Bid Transactions (page 59)</a>	Mario Rodriguez
I. <a href="#">Purchase Orders, Warrants, Checks and Electronic Transfers (page 60)</a>	Mario Rodriguez
J. <a href="#">Human Resources Transactions (page 62)</a>	Jamey Nye

<b>4. ACTION</b>	
A. <a href="#">California Community Colleges Classified Employee of the Year (page 76)</a>	Ed Bush
B. <a href="#">Resolution No. 2021-04: Equal Pay in the Los Rios Community College District (page 78)</a>	Brian King
C. <a href="#">Resolution No. 2021-05: Surplus of Property at Tribute Road (page 81)</a>	Mario Rodriguez

D. Contract Award: Cosumnes River College Site Paving Project (page 84)	Mario Rodriguez
E. Contract Award: American River College Tennis Court Rehabilitation Rebid (page 85)	Mario Rodriguez
F. College and Career Access Pathways (CCAP) Memorandum of Understanding: Westlake Charter School (page 86)	Melanie Dixon

<b>5. INFORMATION</b>	
A. Financial Aid in Response to the Pandemic (page 110)	Mario Rodriguez

<b>6. BOARD MEMBER REPORTS</b>
--------------------------------

<b>7. FUTURE AGENDA ITEMS</b>
-------------------------------

<b>8. REPORTS and COMMENTS</b> <ul style="list-style-type: none"> <li>▪ Student Association</li> <li>▪ Classified Senate</li> <li>▪ Academic Senate</li> <li>▪ Other Recognized Constituencies</li> <li>▪ Chancellor’s Report</li> </ul>
--

<b>9. ADJOURNMENT</b>
-----------------------

<b>Deborah Ortiz</b> President ▪ Area 6	<b>Tami Nelson</b> Vice President ▪ Area 7	<b>Dustin Johnson</b> ▪ Area 1 <b>Robert Jones</b> ▪ Area 2 <b>John Knight</b> ▪ Area 3	<b>Kelly Wilkerson</b> ▪ Area 4 <b>Pamela Haynes</b> ▪ Area 5 <b>Toni Schiffmaier</b> ▪ 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) 568-3039. Next Regular Board Meeting: April 14, 2021 ▪ Zoom Conference			
Public records provided to the Board for the items listed on the open session portion of this agenda will be posted on the District’s website: <a href="http://www.losrios.edu">www.losrios.edu</a> as soon as they are available.			
<b>Help Us Help You</b>			
Los Rios Community College District strives to make reasonable accommodations in all of its programs, services and activities for all qualified individuals with disabilities. Notification (568-3039) 48 hours in advance will enable the District to make arrangements to ensure meeting accessibility. The District will swiftly resolve those requests consistent with the ADA and resolving any doubt in favor of accessibility.			

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Board Meeting Minutes: February 10, 2021	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Brian King, Chancellor <i>Brian King</i>	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

**STATUS:**

The minutes of the Board of Trustees meeting held on February 10, 2021 are attached for Board review and consideration.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the minutes of the meeting held on February 10, 2021.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Board Meeting Minutes**  
**Wednesday, February 10, 2021**

*This board meeting was held via Zoom Conference in accordance with Executive Orders N-25-20, N-29-20 and N-33-20 issued by California Governor Gavin Newsom on March 12, 17, and 19, 2020.*

## **1. CALL TO ORDER**

The board meeting was called to order by President Ortiz at 5:30 p.m.

***Present:***

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

Toni Schiffmaier, Student Trustee

Dr. Brian King, Chancellor

## **2. ORAL COMMUNICATIONS**

Mathew Register, American River College Faculty Member, addressed the Board of Trustees regarding full-time faculty salaries.

## **3. CONSENT CONSIDERATIONS**

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

*Roll Call Vote:*

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

*No: None*

*Absent: None*

*Student Advisory Vote: Aye*

*Motion carried; 7:0*

A. *Board Meeting Minutes: January 13, 2021*

*That the Board of Trustees approve the minutes of the meetings held on January 13, 2021.*

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

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

C. District Quarterly Financial Status Report (311Q)

*That the Board of Trustees receive the December 31, 2020 Quarterly Financial Status Report (CCFS-311Q) and the related financial statement.*

D. Los Rios Colleges Foundation – Quarterly Investment Report

*That the Board of Trustees receive the Foundation Quarterly Investment Report for the quarter ended December 31, 2020.*

E. 2020-21 Budget Revision No. 1

*That the Board of Trustees approve the revised budgets for the General, Instructionally Related Activities, Capital Outlay Projects, Bond Projects, Self Insurance, Student Financial Aid, Student Associations Trust, Scholarship & Loan Trust, and Los Rios Colleges Foundation funds shown on the schedules, located in the February board agenda packet and that the related documents be filed with the County Superintendent of Schools.*

F. 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
Refugee Career Pathways Program <ul style="list-style-type: none"> <li>• Funding will support a program to prepare refugee and Special Immigrant Visa students for entry into career pathways programs in priority sectors that align with the prior skill and experience of the target population.</li> <li>• 10/1/2020 – 12/31/2022</li> <li>• Administrator: Tarence Powell, Interim AVC, Instruction.</li> </ul>	DO	\$5,000,000	CCCCO
UC Davis Avenue B Project <ul style="list-style-type: none"> <li>• Funding for a program to increase the number of educationally disadvantaged students who will participate in the transfer pathway admission process at UC Davis.</li> <li>• 11/1/2020 – 6/30/2024</li> <li>• Administrator: Andrea Gaytan, Dean, Davis Center.</li> </ul>	SCC	\$115,000	UD Davis & Genentech
Title V Developing Hispanic Serving Institutions <ul style="list-style-type: none"> <li>• Funding will be used to strengthen institutional programs, facilities, and services to expand the educational opportunities for Hispanic American and other underrepresented populations.</li> <li>• 10/1/2020 – 09/30/2025</li> <li>• Administrator: Robert Montanez, Vice President, Instruction and Student Learning.</li> </ul>	CRC	\$2,081,571	U.S. Dept. of Education

G. Ratify: Affiliation and Other Agreements

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

**ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS/ INTERNSHIP AGREEMENTS**

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

Agency	Clinical Program	Campus	Contract Date	Term
FREED Center for Independent Living	CHW <sup>1</sup>	SCC	11/18/20	Evergreen
Oroville Hospital	Various Programs	ALL	01/01/21	EXP: 01/01/23
Chicks for Crisis	Nursing	SCC	01/19/21	Evergreen
Sierra Vista Hospital	HIT <sup>2</sup>	CRC	01/24/21	EXP: 01/24/24

<sup>1</sup> CHW: Community Health Worker

<sup>2</sup> HIT: Health Information Technology

H. Ratify: Bid Transactions

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

CHANGE ORDERS				
Bid No	Change Amount	Change Number	Vendor	New Contract Total
18027	\$9,423	11	Flint Builders Inc.	\$33,382,653

BID AWARDS					
Bid No	Description	No of Responses	Award Date	Successful Vendor	Total Contract
C20017R	Lusk Women's Restroom ADA Upgrades Rebid	3 – See below	1/6/2021	Triamid Construction	\$88,181

Contractor Name	Base Bid	Total Bid
Triamid Construction	\$88,181.00	\$88,181.00
RBH Construction, Inc.	\$90,173.00	\$90,173.00
TNT Industrial Contractors Inc	\$93,910.00	\$93,910.00

I. Purchase Orders, Warrants, Checks and Electronic Transfers

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

<b>PURCHASE ORDERS</b>		
General Fund	0001113988-0001114194 B210544-B210548	\$ 2,641,353.60
Capital Outlay Fund	0003018726-0003018753	
Child Development Fund	-	
Self-Insurance Fund	0009000460-0009000461	
<b>WARRANTS</b>		
General Fund	807434-808427	\$ 9,558,893.65
General Fund-ARC Instructional Related	010903-010925	
General Fund-CRC Instructional Related	023908-029341	
General Fund-FLC Instructional Related	031727-031736	
General Fund-SCC Instructional Related	048413-048423	
Capital Outlay Fund	835034-835078	
Student Financial Aid Fund	900746-900751	
Child Development Fund	954882-954883	
Self-Insurance Fund	976644-976649	
ODSFD	-	
Payroll Warrants	486089-486618	\$ 7,939,211.66
Payroll Vendor Warrants	67961-68069	
December Leave Process	486619-487612	
<b>CHECKS</b>		
Financial Aid Disbursements (E-trans)	-	\$ 4,397,004.17
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Bookstore Fund – ARC	-	\$ 79,191.45
Bookstore Fund – CRC	029132-029132	
Bookstore Fund – FLC	010908-010911	
Bookstore Fund – SCC	051848-051848	
Student Clubs Agency Fund – ARC	6207-6217	\$ 42,400.00
Student Clubs Agency Fund – CRC	5500-5509	
Student Clubs Agency Fund – FLC	2925-2928	
Student Clubs Agency Fund – SCC	4550-4552	
Foundation – ARC	6855-6889	\$ 73,755.55
Foundation – CRC	2932-2936	
Foundation – FLC	2041-2054	
Foundation – SCC	5638-5644	
Foundation – DO	1211-1211	
Associated Students Trust Fund – ARC	-	\$ -
Associated Students Trust Fund – CRC	-	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	USI Check System: 8208-8217	\$ 29,053.70
<b>ELECTRONIC TRANSFERS</b>		
Board of Equalization	-	\$ 2,388.00
PARS	-	\$ 15,693.18
Vendors	-	\$ -
International Wire	-	\$ -
Backup Withholding	-	\$ -
Retiree Health Trust	-	\$ -
Self-Insurance	-	\$ 65,818.04
Bookstore	-	\$ -
Payroll Direct Deposit Advices	1080451-1084726	\$ 13,128,500.20
Other Payroll Transactions	-	\$ 3,448.00

Foundation Scholarships	-	\$ -
ACH Transaction	-	\$ -
CARES Act	-	\$ 2,869,700.00
Regional Transit (RT) Payment	-	\$ -

J. Human Resources Transactions

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

**4. FIRST READING**

A. Board Policy Amendments: P-3123 Student Trustee Rights and Responsibilities; P-3221 Compensation and Reimbursement

The amendments to Board Policies P-3123 Student Trustee Rights and Responsibilities and P-3221 Compensation and Reimbursement were presented for first reading.

B. Statement of Legislative Principles

Vice Chancellor Mario Rodriguez presented the draft Statement of Legislative Principles for the Board of Trustees' review and discussion.

**5. ACTION**

A. 2019-20 District Audit Reports

A motion was made by Trustee Knight, seconded by Trustee Johnson, that the Board of Trustees receive the annual audits for the 2019-20 fiscal year.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

B. Non-Resident Tuition & Student Capital Outlay Fees

A motion was made by Trustee Nelson, seconded by Trustee Knight, that the Board of Trustees adopt for 2021-22, a nonresident tuition fee rate of \$307 per unit effective for the summer 2021 term. In addition, it is recommended that the Board of Trustees adopt for 2021-22, the student capital outlay fee of \$17 per unit to be assessed to all nonresident students also effective for the summer 2021 term.



*Roll Call Vote:*

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

*No: None*

*Absent: None*

*Student Advisory Vote: Aye*

*Motion carried; 7:0*

## **6. BOARD MEMBER REPORTS**

Trustee Wilkerson enjoyed meeting with LRCFT last month and was also happy to participate in the January 27 Collegiality in Action session with our Academic Senate.

Trustee Schiffmaier met with the student senate presidents from each college and three of them mentioned that they have not been involved in the accreditation process yet.

Board President Ortiz participated in the Los Rios legislative visits along with Trustees Haynes and Wilkerson. She also expressed appreciation for the engagement in the Collegiality in Action session and attended the CCLC Effective Board Chair workshops with Vice President Nelson.

## **7. FUTURE AGENDA ITEMS**

Trustee Jones requested a preliminary report on outreach strategies for the Fall term, understanding the complexity with on-ground vs. online course offerings.

Trustee Wilkerson requested a report on our reopening planning to resume face-to-face instruction.

Trustee Haynes requested a summary/breakdown of how the District has spent the Federal stimulus funds received over the last year.

## **8. REPORTS AND COMMENTS**

The following constituency representatives presented reports to the Board:

Naomi Dasari, American River College Student Senate President

Lindsey Campbell, Folsom Lake College Classified Senate

Julie Oliver, President, Districtwide Academic Senate

Jason Newman, President, LRCFT

### *Chancellor's Report:*

ARC: ARC welcomes photographer Matika Wilber on Thursday, February 18, at 7:00 pm as she presents "Project 562: Changing the Way We See Native America" to the Los Rios community via Zoom. Project 562 is a multi-year national photography project dedicated to photographing over 562 federally recognized tribes in the United States in an effort to create an unprecedented repository of imagery and oral histories that accurately portray contemporary Native Americans.

This special event is held in conjunction with the ARC Photography Area, ARC Native American Resource Center, and Viewpoint Photographic Art Center Student Program and is made possible by an Innovation Grant from the ARC Philanthropy Office.

CRC: 195 student athletes at CRC recorded a 3.109 cumulative grade-point-average while attempting 13.22 units for the fall 2020 semester.

Eight CRC programs recorded a team GPA of 3.0 or higher, including a 3.453 mark from CRC Women's Basketball. Also achieving a 3.0 team GPA or higher was Women's Swimming (3.413), Women's Tennis (3.397), Women's Volleyball (3.337), Baseball (3.286), Softball (3.103), Men's Tennis (3.027), and Women's Soccer (3.006).

An astounding total of 23 student-athletes recorded a perfect 4.0 GPA for the fall semester while attempting 12 or more units, with 9 different teams having at least one 4.0 student-athlete with 12 more units on their roster. Baseball had 7 team members with a 4.0, followed by Women's Soccer with 4, and Women's Volleyball, Men's Soccer, and Women's Swimming who each had three.

A program record 95 student-athletes were recognized as scholar-athletes for recording a 3.00 or higher GPA while attempting 12 or more units.

FLC: Last fall, as part of Folsom Lake College's expansive "equity in action" efforts, the college launched a campus-wide book read of Ibram X. Kendi's *How to Be an Antiracist*, which studied systemic racism in America and proposed how we can individually and collectively work towards an antiracist society. This spring, the self-reflection work continues using the text *Me and White Supremacy: Combat Racism, Change the World, and Become a Good Ancestor* by Layla F. Saad. Starting this week, Saad's book will guide FLC Book Circle participants through a step-by-step process of journaling and small group discussion, encouraging those with white privilege to examine their conscious and unconscious biases, and then do the necessary and vital work that can ultimately lead to improving race relations benefiting our greater college community. For more information on FLC's equity efforts across the institution, go to: [inside.flc.losrios.edu/equityinaction](http://inside.flc.losrios.edu/equityinaction).

SCC: Across the district, and here at SCC we are celebrating Black History Month with events all month long, featuring spotlights on Black art, literature, music, wellness, finances and community. The districtwide Welcome Black Event on Zoom was held last Friday, Feb. 5, allowing students to mix and mingle with each other and hear from Black college presidents, vice president, administration and staff. SCC also has a series of events planned, including "Melanated Music Monday," "Creative Writing Circle," "Wisdom, Nutrition and Wellness," and "Black Jeopardy."

*Chancellor King announced the following retirements:*

Retirement			Years of Service
Michael Iredale	Nursing (RN.LVN) Professor	SCC	7
Susan Hamre	Music Professor	ARC	12

Ronald Silas	Custodian	ARC	13+
Aleksandr Brushchenko	Custodian	SCC	14+
Vee Arroyo	Admissions/Records Clerk I	ARC	15
Paul Bethel	History Professor	ARC	18+
Keith Atwater	Humanities Professor	ARC	19
Barbara Kozikowska	Account Clerk II	SCC	19
Richard Cervin	English as a Second Language (ESL) Professor	SCC	20
Stephen James	Biology Professor	SCC	20
Rebecca Bain	Donor Relations Specialist	DO	22+
Ted Foster	Chemistry Professor	FLC	23+
Janis Haag	Journalism/English Professor	SCC	28
Rina Roy	Dean of Science and Engineering	ARC	29+
Dennis Holden	Philosophy Professor	ARC	30
Virginia McReynolds	Associate Vice President of Instruction	SCC	34+
Marie Hoffman	Instructional Assistant - Art	ARC	40

## 9. CLOSED SESSION

The following board members went into closed session at 6:28 pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Nelson, Ms. Ortiz, and Ms. Wilkerson.

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

## 10. ANNOUNCEMENT OF REPORTABLE ACTIONS TAKEN IN CLOSED SESSION SHALL BE POSTED ON THE BOARD OF TRUSTEES' WEBPAGE.

No reportable action was taken in closed session.

## 11. ADJOURNMENT

President Ortiz adjourned the meeting at 6:35 pm.

---

### BRIAN KING



Chancellor and Secretary to the Board of Trustees

*Draft minutes presented to the Board of Trustees: March 17, 2021*

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PRESENTED TO BOARD OF TRUSTEES**

**DATE:** March 17, 2021

<b>SUBJECT:</b>	Curriculum Proposals: American River, Cosumnes River, Folsom Lake and Sacramento City College	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 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 February 26, 2021 meeting.

The District Curriculum Coordinating Committee membership includes the following representatives: American River College – Valerie Rose (chair), Roxanne Morgan, Al Ahmadi; Cosumnes River College – Brian Noel (Chair), Amanda Wolcott-Paskey, Juana Esty; Folsom Lake College – Rose Giordano (Chair), Eric Wada (DAS Chair), Danny Siegfried; Sacramento City College – Renee Medina (Chair), Don Button, Shannon Gilley; District Senate – Alisa Shubb; Articulation Officer – Lynn Fowler; District Office – Jamey Nye/Torence Powell; and Student Representatives: Antonia Corpuz, Allison Schiffmaier, Jenn Galinato.

**RECOMMENDATION:**

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

# Los Rios Community College District

## Recommendation for Adoption by the Board of Trustees

Feb 26, 2021

### COURSE PROPOSALS

#### Course Deletions

##### *American River College*

1. **PSTC 1200 Basic Law Enforcement Academy (24.00 - 32.00 units)**

**Justification:** The department no longer offers the Basic Law Enforcement Academy in this extended (11 month) format. It has been replaced by a certificate program which consists of courses 1502, 1503, and 1504.

2. **PSTC 1300 Bureau of Investigative and Security Services (BSIS) Skills Training Course for Security Guards (2.00 units)**

**Justification:** This course no longer meets the needs of our students.

3. **PSTC 1301 Skills Training for Security Guards - BSIS Elective A (0.25 units)**

**Justification:** This course no longer meets the needs of our students.

4. **PSTC 1302 Skills Training for Security Guards - BSIS Elective B (0.25 units)**

**Justification:** This course no longer meets the needs of our students.

5. **PSTC 1305 Introduction to Loss Prevention (2.00 units)**

**Justification:** This course no longer meets the needs of our students.

6. **PSTC 1783 Campus Law Enforcement Supervisor (1.50 units)**

**Justification:** This course no longer meets the needs of our students.

7. **PSTC 1904 LIDAR Operator Course (0.50 units)**

**Justification:** This course no longer meets the needs of our students.

*Cosumnes River College*

1. **ENGRD 19 Foundations of Reading and Writing Improvement (3.00 units)**

**Justification:** This course will not be offered in the future. The deletion is a departmental decision to maintain the recency of the English curriculum and to update course offerings for curriculum review.

2. **ENGRD 59 Reading Development with Writing (4.00 units)**

**Justification:** This course will not be offered in the future. The deletion is a departmental decision to maintain the recency of the English curriculum and to update course offerings for curriculum review.

3. **ENGRD 110 Comprehension Strategies and Vocabulary Development For College (3.00 units)**

**Justification:** This course will not be offered in the future. The deletion is a departmental decision to maintain the recency of the English curriculum and to update course offerings for curriculum review.

4. **ENGRD 200 Reading the American Cultural Experience (3.00 units)**

**Justification:** This course will not be offered in the future. The deletion is a departmental decision to maintain the recency of the English curriculum and to update course offerings for curriculum review.

*Folsom Lake College*

1. **NUTRI 320 Children's Health, Safety and Nutrition (3.00 units)**

**Justification:** We are removing the cross-listing with ECE 415 as it does not meet the needs of NUTRI certificate and degree programs.

*Sacramento City College*

1. **FASHN 340 Apparel & Fashion Illustration (3.00 units)**

**Justification:** This course is now part of FASHN 312

## New to District Courses

### *American River College*

#### 1. **CALJA 100 Fire Fighter 100 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the second in a series for an apprentice Fire Fighter. It provides information on jobs and duties of an apprentice Fire Fighter. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter Apprenticeship program.

#### 2. **CALJA 102 Fire Fighter 102 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the third in a series for an apprentice Fire Fighter. It provides information on jobs and duties of an apprentice Fire Fighter. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter Apprenticeship program.

#### 3. **CALJA 103 Fire Fighter 103 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the fourth in a series for an apprentice Fire Fighter. It provides information on jobs and duties of an apprentice Fire Fighter. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter Apprenticeship program.

4. **CALJA 104 Fire Fighter 104 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the fifth in a series for an apprentice Fire Fighter. It provides information on jobs and duties of an apprentice Fire Fighter. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter Apprenticeship program.

5. **CALJA 105 Fire Fighter 105 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the sixth in a series for an apprentice Fire Fighter. It provides information on jobs and duties of an apprentice Fire Fighter. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter Apprenticeship program.



6. **CALJA 110 Fire Fighter 110 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the first in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

7. **CALJA 111 Fire Fighter 111 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the second in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

8. **CALJA 112 Fire Fighter 112 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the third in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

9. **CALJA 113 Fire Fighter 113 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the fourth in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

10. **CALJA 114 Fire Fighter 114 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the fifth in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

11. **CALJA 115 Fire Fighter 115 (2.50 units)**

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Fire Fighter II Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the sixth in a series for an apprentice Fire Fighter II. It provides information on jobs and duties of an apprentice Fire Fighter II. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Fire Fighter II Apprenticeship program.

## 12. CALJA 120 Wildland Fire Fighter Specialist 120 (2.50 units)

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Wildland Fire Fighter Specialist Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the first in a series for an apprentice Wildland Fire Fighter Specialist. It provides information on jobs and duties of an apprentice Wildland Fire Fighter Specialist. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Wildland Fire Fighter Specialist Apprenticeship program.

## 13. CALJA 121 Wildland Fire Fighter Specialist 121 (2.50 units)

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Wildland Fire Fighter Specialist Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*

This course is the second in a series for an apprentice Wildland Fire Fighter Specialist. It provides information on jobs and duties of an apprentice Wildland Fire Fighter Specialist. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Wildland Fire Fighter Specialist Apprenticeship program.

#### 14. CALJA 122 Wildland Fire Fighter Specialist 122 (2.50 units)

*Prerequisite:* None.

*Enrollment Limitation:* Student must be a Registered Wildland Fire Fighter Specialist Apprentice.

*31.50 hours lecture, 40.50 hours laboratory*



This course is the third in a series for an apprentice Wildland Fire Fighter Specialist. It provides information on jobs and duties of an apprentice Wildland Fire Fighter Specialist. Topics covered in the course are based on the needs of the apprentice and the fire agency, with focus on the related and supplemental instruction specified by the Rules and Regulations of the California Firefighter Joint Apprenticeship Committee (CAL-JAC).

**Justification:** This course is part of a new apprenticeship program we are creating at American River College. It is a required course in the State of California Wildland Fire Fighter Specialist Apprenticeship program.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Board Policy Amendments: P-3123 Student Trustee Rights and Responsibilities; P-3221 Compensation and Reimbursement	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Jacob Knapp, General Counsel 	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor 	ACTION	
		INFORMATION	

**BACKGROUND:**

Education Code Section 72023.5(a) requires the board of trustees of each community college district to have at least one non-voting student member to be chosen by the students in a manner determined by the board. Education Code Section 72023.5(b)(3) provides that the Student Trustee may receive compensation for board service, at the discretion of the governing board, up to the amount allowed for elected board members.

Los Rios Board Policies provide for payment to the Student Trustee in two areas: (1) travel reimbursement/mileage while performing services on behalf of the District; and (2) a monthly stipend. The Student Trustee is also eligible for District health, medical, and dental insurance policies through plans adopted by the District.

Los Rios Board Policies provide for the Student Trustee to receive reimbursement for mileage in the same manner and to the same extent as other Board of Trustee members. Los Rios Board Policies set the Student Trustee stipend at seventy-five percent (75%) of the stipend received by elected members of the Board, and specifically except the Student Trustee from receiving the full amount allowed under the Education Code.

**STATUS:**

The proposed Policy amendments, if adopted, would provide the Student Trustee with a monthly stipend equal to other members of the Los Rios Board of Trustees. The Student Trustee would continue to be eligible for District health, medical and dental insurance and travel reimbursement/mileage in the same manner and to the same extent as other Board of Trustee members.

**RECOMMENDATION:**

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

## 1.0 Rights and Privileges of the Student Trustee (Ed. Code, § 72023.5.)

- 1.1 The Student Trustee shall be acknowledged to have the following rights:
  - 1.1.1 The right to attend all meetings of the Los Rios Community College District Board of Trustees, except closed sessions.
  - 1.1.2 The right to be seated with the members of the Board of Trustees and to be recognized as a full member of the Board of Trustees at the meetings, including receiving all materials presented to the Board of Trustees members, except confidential materials and to participate in the questioning of witnesses and the discussion of issues with all parliamentary rights, except for the right to cast a binding vote.
  - 1.1.3 The right to make or second a motion to be acted upon by the Board of Trustees.
  - 1.1.4 The right to place items on the agenda to the same extent as other Board of Trustees members.
  - 1.1.5 The right to cast an advisory vote.
  - 1.1.6 The right to receive all health benefits provided by the District to other members of the Board of Trustees.
- 1.2 The Student Trustee may serve on committees appointed by the Board of Trustees, and consisting of Board of Trustees members.
- 1.3 The Student Trustee shall not serve as president of the Board of Trustees.
- 1.4 The Student Trustee shall not be included in determining the vote required to carry any measure before the Board of Trustees.
- 1.5 The Student Trustee shall not be liable for any acts of the Board of Trustees.
- 1.6 The Board of Trustees, by majority vote, may on a case by case basis permit the Student Trustee to attend closed sessions where the Student Trustee's input could be useful to the Board of Trustees.
- 1.7 The Student Trustee shall receive orientation and in-service regarding Board of Trustees procedures.

## 2.0 Responsibilities of the Student Trustee

- 2.1 The Student Trustee shall meet with the student association officers of the Colleges at the Student Advisory Committee meeting once each month. The Student Trustee will chair the Student Advisory Committee meetings.

- 2.1.1 If the Student Trustee is unable to attend the Student Advisory Committee meeting, the Student Trustee shall appoint a designee to chair the meeting.
- 2.2 The Student Trustee may make a brief report to the Board of Trustees at Board of Trustees meetings.
- 2.3 The Student Trustee shall keep the students informed through articles or a column in the various student newspapers on a regular basis.
- 2.4 The Student Trustee shall serve on committees as assigned by the Board of Trustees. (See P-3134.)
- 2.5 The Student Trustee is expected to read and become familiar with Los Rios Board Policies and Administrative Regulations.

### 3.0 Expenses

- 3.1 The Student Trustee shall receive reimbursement for mileage in the same manner and to the same extent as other Board of Trustees members.
- 3.2 When acting as a representative of the Board of Trustees or performing services directed by the Board of Trustees, the Student Trustee shall receive payment for travel expenses in accordance with the schedule for reimbursement, Administrative Regulation (R-8341), Section 3.0. Such travel assignments shall be limited to travel within the State of California.
- 3.3 The Student Trustee shall receive a monthly stipend equal to ~~seventy-five percent (75%) of~~ the stipend received by the members of the Board of Trustees elected through the general election processes in the State of California. This stipend shall be based on attendance at meetings as prescribed for the Board of Trustees in Board Policy (P-3221), Section 1.2. The Student Trustee does not attend closed sessions, and is not expected to attend ~~Board of Trustees retreats or~~ special Board of Trustees meetings which consist of only a closed session. The Student Trustee is encouraged, but not required, to attend Board of Trustees retreats.

(Cross Reference P-3134)

LRCCD

Policy Adopted: 10/18/78  
 Policy Revised: 1/14/81; 2/17/82; 9/5/90; 4/17/91; 10/4/95; 6/4/97; 8/21/02; 12/15/10  
 Policy Reviewed: 12/15/10  
 Adm. Regulation: None

1.0 Remuneration (Ed. Code, § 72024)

1.1 Compensation for Services

1.1.1 Compensation for services rendered shall be determined by legal provisions governing such payment.

1.1.2 Each member of the Los Rios Community College District Board of Trustees, ~~except~~ including the Student Trustee, shall receive as compensation for services the full amount as provided for in Education Code, section 72024.

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

1.2 Absence from Meeting

1.2.1 Any Trustee who does not attend all meetings held by the Board of Trustees in any month may receive no more than a pro rata share of the number of meetings actually attended based upon the compensation established in section 1.1.2 above.

1.2.2 A Trustee shall be paid for any meeting when absent if the Board of Trustees adopts a resolution that at the time of the meeting the Trustee was performing other services for the Los Rios Community College District, was ill, was on jury duty, or the absence was due to a hardship deemed acceptable by the Board of Trustees. This Board of Trustees shall consider this resolution once a year for the prior year's meetings. Trustees that report an excused absence shall regularly receive compensation for the meeting(s) missed during the year; however, if an absence is deemed unexcused, the Trustee shall be required to reimburse the District for that absence.

1.2.3 A Trustee, including the Student Trustee, may be paid in any calendar year for the first two absences in a calendar year if the Board of Trustees adopts a resolution that, at the time of the meeting, the Trustee was ill, on jury duty, or the absence was due to a hardship deemed acceptable by the Board of Trustees.

1.3 Payment

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



## 2.0 Reimbursement Authorization

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

## 3.0 Reimbursement Guidelines

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

## 4.0 Health and Dental Coverage

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

- 4.2 The District makes a monthly contribution toward the cost of premiums in accordance with the contribution level for management employees.

## 5.0 Public Employees Retirement System (PERS)/Social Security

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

---



LRCCD

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Statement of Legislative Principles	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King, Chancellor	ACTION	
		INFORMATION	

**BACKGROUND:**

The Board of Trustees' Policy 3115 requires the Board to annually adopt a Statement of Legislative Principles.

**STATUS:**

The District's Strategic Plan remains the same and the legislative work that will further that plan remains largely the same. After first reading, staff made a minor change under item 4.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Statement of Legislative Principles.

## LOS RIOS COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

### *Annual Statement of Legislative Principles*

This Statement of Legislative Principles is adopted by the Board of Trustees for the Los Rios Community College District on behalf of itself and its four separately accredited Colleges (American River College, Cosumnes River College, Folsom Lake College and Sacramento City College) under Board Policy P-3115. This Statement is intended to support the District's Strategic Goals: to establish effective pathways that optimize student access and success; to ensure equitable academic achievement across all racial, ethnic, socioeconomic and gender groups; to provide exemplary teaching and learning opportunities; to lead the region in workforce development; and to foster an outstanding working and learning environment.

This Statement of Legislative Principles provides guidelines for the Chancellor when addressing matters before the California Legislature and Congress, and constitutes the core principles guiding the development of the District's position on legislation.

The District shall not support or oppose legislation unless the outcome will have a significant effect on the District, its students or its employees. The District will remain neutral on most matters affecting local collective bargaining. However, the District will take appropriate positions where that legislation will have a material impact on the District. The District will remain neutral on matters affecting only another single district or small group of district(s), except where policy precedents, or resource allocations, have the significant potential of affecting the Los Rios Community College District or the California Community College System generally. Where issues are raised in the budget process, the District shall seek legislative support or opposition in accordance with the principles established in this document. Where legislation is likely to impede the policy principles set forth, the District is likely to oppose that legislation unless there are significant countervailing reasons.

The Board of Trustees' Legislative Principles align with the District's Vision, Mission, Values, Goals and Strategies, as enumerated in the District's Strategic Plan, as follows, but do not reflect every strategy under each goal area. The District will support those legislative efforts enumerated under each Goal.

#### 1. ESTABLISH EFFECTIVE PATHWAYS THAT OPTIMIZE STUDENT ACCESS AND SUCCESS.

- Obtain resources to support pathway programs.
- Implement appropriate measures to improve student success.
- Support the provision of comprehensive student support services.
- Strengthen the academic preparation of K-12 students to support success at a community college.
- Support collaborative efforts with four-year institutions designed to provide additional transfers for our students and legislation that promotes transfers.

- Support flexibility for dual enrollment and remove barriers as appropriate.
  - Expand student financial aid opportunities (including, but not limited to, Cal Grants and CA Promise Programs) that reduce the total costs of attending college for students.
  - Assist students with the application process for attending a community college and transferring to a four-year institution of higher education.
  - Support the enhancement of existing successful educational programs and the development of needed new programs
  - Support high quality online education while minimizing regulatory barriers and additional reporting requirements.
2. ENSURE EQUITABLE ACADEMIC ACHIEVEMENT ACROSS ALL RACIAL, ETHNIC, SOCIOECONOMIC AND GENDER GROUPS.
- Close the achievement gap.
  - Support the Dream Act and efforts to expand the institutional capacity for diversity.
  - Increase effective delivery of English, ESL and mathematics.
  - Enhance opportunities for underserved constituencies.
3. PROVIDE EXEMPLARY TEACHING AND LEARNING OPPORTUNITIES.
- Support professional development for faculty, staff and administrators that is designed to support student success inside and outside of the classroom.
4. LEAD THE REGION IN WORKFORCE DEVELOPMENT.
- Develop effective and relevant career and technical programs in collaboration with external partners.
  - Increase efforts that align career technical education curriculum and program development among community colleges, K-12 and industry.
  - Integrate community colleges in the Workforce Investment Board and provide for community college courses to qualify for state and federal funding of workforce development activities.
  - Support the efforts of the Los Rios Colleges Foundation to develop funding resources for the District, Colleges, faculty, staff and students.
5. FOSTER AN OUTSTANDING WORKING AND LEARNING ENVIRONMENT.
- Maintain local authority and control in the administration of the District and its Colleges.
  - Maintain locally elected Board of Trustee governance in the administration of the District and its Colleges.

- Promote the health, safety and welfare of students, faculty, staff and administrators, including mental health.
- Support the District's and its Colleges' efforts to attract, recruit and retain the most qualified and diverse employees, and assure appropriate staffing levels.
- Support participatory decision making.
- Increase the District's efforts in sustainable practices, including energy and resource conservation, while retaining appropriate flexibility.
- Strengthen the District's ability to use its capital outlay, infrastructure bonds and property management funds efficiently.
- Support the elimination of duplicative and/or needless regulatory oversight and reporting obligations, and provide adequate funding for the oversight and reporting requirements that are necessary.
- Protect the fiscal integrity of the system.
- Support funding sustainable mechanisms for reducing the unfunded liability in the CalSTRS and the CalPERS programs.
- Support backfill of property tax shortfalls.
- Provide information and support for students, faculty, staff and administrators in the DACA programs to support inclusivity and ensure that the District and its Colleges remain a place where all students are provided with an opportunity to fulfill their educational goals and dreams.
- Support a model for alignment of accreditation that improves outcomes for our students.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PRESENTED TO BOARD OF TRUSTEES**

**DATE:** March 17, 2021

<b>SUBJECT:</b>	Agreement: Natomas Center's Parking Lot	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item E	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>MR</i> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<i>Brian King</i> Brian King, Chancellor	ACTION	
		INFORMATION	

**BACKGROUND:**

In August of 2019, the Natomas Unified School District (NUSD) acquired a 5.788-acre parcel adjacent to Inderkum High School, the North Natomas Public Library, and the American River College Natomas Center (Natomas Center). The Los Rios Community College District needs additional parking for students and employees at the Natomas Center, and the NUSD is supportive of continued and expanded Los Rios programming in the Natomas community, including college and career ready programs for high school students. In the spirit of continued collaboration and in support of educational opportunities for the Natomas community, NUSD has agreed to enter into a fifty-five (55) year ground lease with the Los Rios Community College District which would allow the District to construct and operate a parking lot on a portion of the identified parcel consisting of approximately 285 new parking spaces. In exchange, the District will continue collaboration and expand services offered to high school students in the Natomas community.

Representatives of the District and NUSD have worked over the last several months to negotiate the terms of the proposed ground lease, which includes the following major terms:

- 55 year ground lease, with option to extend or renew with mutual agreement
- The District will fund, construct, and operate the parking lot
- The District is responsible for required plans, approvals, and tie-ins
- The District will set parking fees and fines consistent with District policies
- The District will have control of approximately 285 parking spaces, with the exception of 6 spaces that will be reserved for NUSD maintenance crews and personnel
- NUSD and the District will enter into a separate partnership agreement that will be beneficial to the goals of the District and NUSD to support students obtaining higher education

The NUSD Board approved the proposed ground lease at its meeting on February 24, 2021.

**RECOMMENDATION:**

It is recommended that the Board of Trustees ratify and/or approve the attached ground lease with the NUSD for the construction of a parking lot to serve the Natomas Center.

## **JOINT USE PARKING LOT GROUND LEASE AND IN-LIEU PROJECT AGREEMENT**

This Joint Use Parking Lot Ground Lease and In-Lieu Project Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2021 (dated for reference purposes only), by and between the NATOMAS UNIFIED SCHOOL DISTRICT, a school district of the State of California, (“NUSD”), and the LOS RIOS COMMUNITY COLLEGE DISTRICT, a California community college district, (“LOS RIOS”), which are collectively and individually referred to as “Parties” or “Party” as the context requires.

### **Background**

- A. North Natomas Aquatic Center Complex Funding Agreement (“Aquatic Center”) - On August 19, 2109, NUSD entered into a funding agreement with the City of Sacramento (“City”). In consideration of NUSD’s contribution towards the cost of the Aquatic Center construction, the City transferred the title of a New Parcel to NUSD.
- B. New Parcel - On February 3, 2020, NUSD obtained title to the New Parcel. New Parcel (APN 225-0040-089) is approximately 5.788 acres of land located along the west side of Via Ingoglia Street and south of the extension of New Market Drive, as depicted in Exhibit A (the “New Parcel”). This parcel is located across from Inderkum High School and Los Rios’s “Natomas Center”. Based on a 2016 appraisal, the 225-0040-089 New Parcel was valued at a minimum of \$1,634,670. In April of 2020, NUSD paid the City of Sacramento \$191,530 for the Habitat Conservation Impact fees required to develop the property and receive a grading permit. NUSD total investment in the New Parcel is \$1,826,200.
- C. Aquatic Center Parking Access Agreement - On December 11, 2019, the NUSD Board approved the North Natomas Aquatic Center Complex 50 Meter Pool Operations and Parking Access Agreement (“Parking Access”). Per that agreement, if all or part of the New Parcel is designed to include parking spaces, NUSD or other third party with possessory interest in the New Parcel may allow public use by patrons of the Aquatic Center, as well as public use by patrons of other facilities and events at North Natomas Regional Park. NUSD or other third party shall determine the hours of operation for parking by the public, whether to charge parking fees, and what signage may be needed to inform the public when public parking is permitted and release of liability against NUSD or other third party with possessory interest. The need for additional parking would usually occur on weekends and evenings after school hours.
- D. Inderkum High School - NUSD’s Inderkum High School is located at 2500 New Market Drive, between Truxel Road and Via Ingoglia Street. NUSD’s 2014 and 2017 Facilities Master Plans notes that there were problems with the existing sports fields at Inderkum High School. The Inderkum High School campus also does not have much room to expand its facilities. Development of a new softball complex across from the school along Via Ingoglia Street would improve all the sports fields.



- E. Natomas Center - LOS RIOS is the second-largest community college district in the state, with four main colleges and education and outreach centers. The Natomas Center, which is part of the American River Community College, is located near the Park at 2421 Del Paso Road and adjacent to the Natomas Library at 4660 Via Ingoglia Street. Some Natomas Center classes are held at the adjacent Inderkum High School. LOS RIOS charges parking fees for its campus parking lots. At the Natomas Center, students park along both sides of Via Ingoglia Street due to the limited on-campus parking. LOS RIOS needs additional parking to meet current demand and the future demand of the Natomas Center campus expansion to accommodate for enrollment growth.
- F. Softball Complex - NUSD intends to develop part of the New Parcel as a new Softball Complex for Inderkum High School and other NUSD student use. The Softball Complex will need some reserved parking to accommodate maintenance and access to the complex. NUSD will be fully responsible for the design and development of the Softball Complex.
- G. Joint Use Parking Lot - LOS RIOS intends to fund, construct and operate a “Joint Use Parking Lot” Parking Lot on the southern portion of the New Parcel under this agreement. NUSD would be allocated the code-required ADA parking spaces for the softball complex in their parking area as well and a total of six additional regular parking spaces for use by coaches, assistant coaches, and NUSD maintenance crews closest to the Softball Complex. LOS RIOS would use the remaining spaces.
- H. Softball Complex and Joint Use Parking Lot - NUSD’s New Parcel will be divided to accommodate NUSD new Softball Complex and a Joint Use Parking Lot. NUSD has prepared conceptual plans for the development of the New Parcel to accommodate the Softball Complex and the Joint Use Parking Lot with approximately 285 parking spaces for Los Rios’s use as depicted in Exhibit B (“Conceptual Design”).
- I. Ground Lease Agreement - NUSD is willing to grant to LOS RIOS a long term (55 year) ground lease for the Joint Use Parking Lot under the terms of the “Ground Lease” to support the long-term partnership between Inderkum high school and to improve access to higher education for the broader Natomas community. NUSD will convey the ground lease at no cost to allow for development of the Joint Use Parking Lot, in consideration for In-Lieu services offered by a continued partnership with Los Rios to support the higher education needs of NUSD students and the development of the Parking Lot itself, including the dedicated parking spaces for NUSD’s Softball Complex. This agreement will also be supported by a partnership agreement (In-Lieu Obligations) that will be mutually beneficial to the goals of both NUSD and Los Rios to support students obtaining higher education.
- J. In Lieu Obligations. Los Rios Partnership Continuation and Expansion –The CECA and Dual Enrollment programmatic agreement between NUSD and LRCCD will extend for an additional five years from the date of this agreement. As construction completes on the new phase of the Natomas Center, the agreement will be augmented to expand Dual Enrollment programmatic services and continue of the Educational Talent Search program, provided that they will be mutually beneficial to NUSD and Los Rios in their

efforts to support the educational needs of the Natomas and North Sacramento region. These continuations and expansions are predicated on federal and state funding being available for these efforts.

-

## Agreement

In consideration of the mutual commitments set forth in this Agreement, the Parties agree as follows:

1. **JOINT USE PARKING LOT DESIGN.**

A. LOS RIOS agrees to undertake design of the Joint Use Parking Lot on the New Parcel, and to submit the design plans to NUSD for review prior to commencing work.

B. Los Rios agrees to coordinate with NUSD on DSA and City approvals and meetings, when required. The parties anticipate that required coordination with DSA and the City will be limited given that the Softball Complex and Parking Lot will have unique and separate utilities and project approvals.

C. Driveway access into and from the parking lot along Via Ingoglia Street shall be in a location that minimizes traffic conflicts and meets minimum distances from the intersection of New Market Drive and Via Ingoglia Street, as determined by the City Traffic Engineer and, if applicable, by the State Architect. There must also be an accessible path from the parking lot to the sidewalk on the east side of Via Ingoglia Street. Pedestrian crossing protections may be required, such as striped walkways, pavement treatments, signage, and pedestrian signals, as determined by the City Traffic Engineer and, if applicable, by the State Architect

D. The parties agree that the Softball Complex and Parking Lot are separate projects with unique and separate utilities. Los Rios is responsible for the design, permitting, and construction of separate utilities and tie-ins for the Parking Lot, including properly sized utilities to accommodate the drainage, irrigation, electrical and other utilities needed to serve the Joint Use Parking Lot. NUSD is responsible for the design, permitting, and construction of separate utilities and tie-ins for the proposed Softball Complex, including but not limited to potable water, fire suppression, electrical, storm system, sanitary sewer, and irrigation systems. Design loads for the Softball Complex shall be independently determined by NUSD and processed separately by NUSD's architect for the Softball Complex project.

2. **JOINT USE PARKING LOT CONSTRUCTION**

LOS RIOS agrees to undertake construction of the ~~Joint Use~~ Parking Lot based on the final design plans reviewed by NUSD. NUSD will be provided an opportunity to review design drawings at 70% complete and again at 100% completion.

3. **GROUND LEASE.** After NUSD'S review of the final design plans for the Joint Use Parking Lot, NUSD will execute the Ground Lease Agreement in the form attached as Exhibit C.

4. **CONSTRUCTION COORDINATION.** The Parties acknowledge that construction of the Joint Use Parking Lot and the Softball Complex may occur concurrently, requiring close coordination of the work of NUSD's and LOS RIOS' contractors. NUSD and LOS RIOS will require their respective construction contractors to coordinate their work to avoid or minimize conflicts and delays.

5. **INDEMNITY.** NUSD shall defend, indemnify and hold harmless LOS RIOS and their respective officers, employees and agents from any liability, claim or cost, damages (including those involving property damage, personal injury and/or wrongful death) and including attorney's fees and other litigation expenses, arising out of or resulting from the negligent acts or omissions by NUSD and its officers, employees, and agents and the Softball Complex contractor in carrying out obligations under this Agreement. LOS RIOS shall defend, indemnify and hold harmless NUSD and their respective officers, employees and agents from any liability, claim or cost, damages (including those involving property damage, personal injury and/or wrongful death) and including attorney's fees and other litigation expenses, arising out of or resulting from the negligent acts or omissions by the LOS RIOS and its officers, employees and agents and the Joint Use Parking Lot contractor in carrying out LOS RIOS' obligations under this Agreement.

6. **INSURANCE AND BONDS.** LOS RIOS will require the Joint Use Parking Lot construction contractor to name NUSD as additional insured on the general liability policy required by NUSD. LOS RIOS will also require their construction contractors to provide payment and performance bonds in the amount of the contracts for the Joint Use Parking Lot to ensure that laborers, material suppliers, and subcontractors are paid and the work is completed.

7. **NO AGENCY.** It is understood and agreed that each Party is an independent government agency and that this Agreement shall not constitute nor create any form of agency, association, joint venture, partnership or cooperative activity of any nature between NUSD and LOS RIOS. Except as expressly provided in this Agreement or as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of another Party in any capacity whatsoever as an agent.

8. **NOTICES.** Any and all notices or demands by or from a Party shall be in writing and served either personally or by mail. If served personally, service shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, or if by certified mail, return receipt requested. Any notice or demand may be given to:

NATOMAS UNIFIED SCHOOL DISTRICT  
Attn: Javetta Cleveland  
Deputy Superintendent  
1901 Arena Blvd.  
Sacramento, CA 95834  
(916) 567-5466  
e-mail: [jcleveland@natomasunified.org](mailto:jcleveland@natomasunified.org)

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Attn: Pablo Manzo  
Associate Vice Chancellor, Facilities Management  
1919 Spanos Court  
Sacramento, CA 95825  
(916) 856-3422  
e-mail: [manzop@losrios.edu](mailto:manzop@losrios.edu)

Any party may change the address for notice by giving written notice to the other party as set forth above.

9. **WAIVER.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

10. **MODIFICATION/AMENDMENTS.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the parties.

11. **COUNTERPARTS; FACSIMILE/PDF SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or pdf signature shall be deemed an original signature.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreement, with respect to any payment, reimbursement or any of the other matters covered herein. This Agreement represents the entire agreement of the parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms of this Agreement.

13. **AUTHORITY.** Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such party and that all agency approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

14. **COMPLIANCE WITH LAWS.** The Parties shall comply with all of the requirements of all local, state and federal laws and regulations currently in effect and as such requirements may change in the future which pertain to their use and occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission of any party in any action or proceeding against the other, that a party has violated any federal, state or local statute, ordinance or regulation in its use or operation of the Premises shall be conclusive of the fact as between the parties.

15. **ATTORNEYS FEES.** In the event any party to this Agreement should default under any of the provisions hereof, and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will, on demand, therefore pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party, including attorneys' fees and expenses incurred for any appeals.

[signature page follows]

IN WITNESS WHEREOF, the Parties have entered this Agreement on the last date set forth below (the "Execution Date").

NATOMAS UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_  
Javetta Cleveland, Deputy Superintendent

Dated: \_\_\_\_\_

Approved as to Form:

LOS RIOS COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_  
Mario Rodriguez,  
Vice Chancellor Administration and Finance

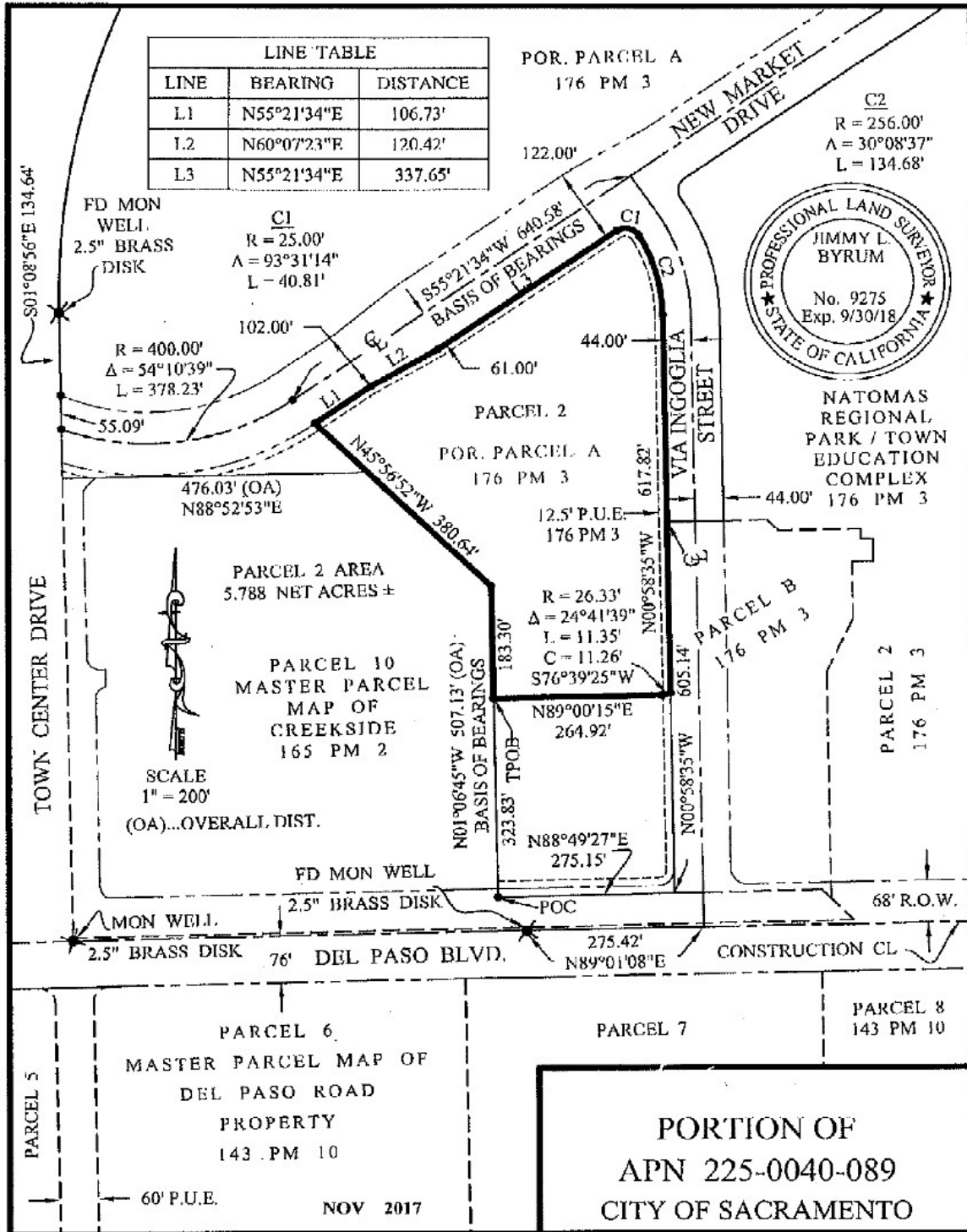
Dated: \_\_\_\_\_

Approved as to Form:

BY: \_\_\_\_\_  
General Counsel

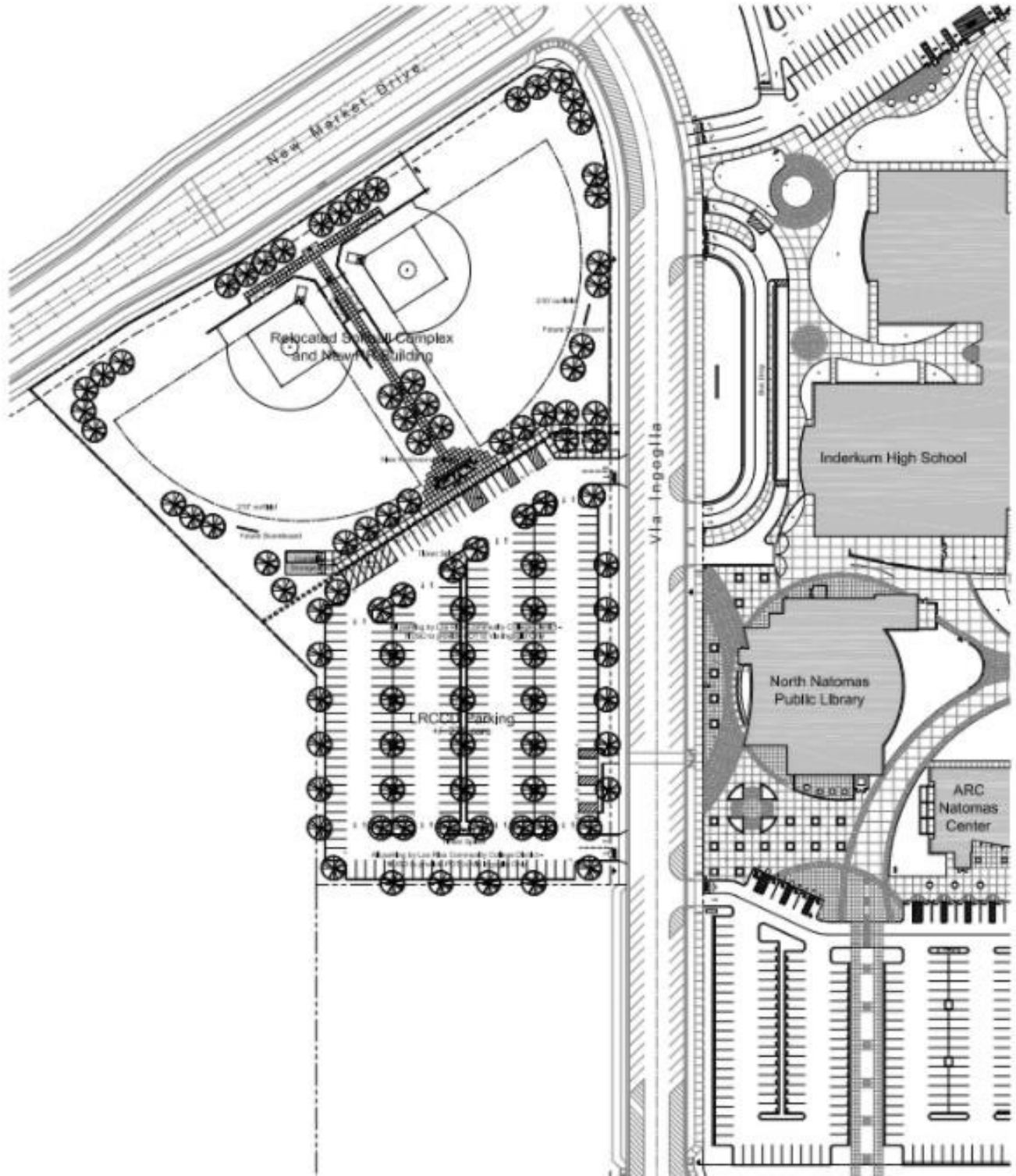
\_\_\_\_\_

**EXHIBIT A  
NEW PARCEL**





**EXHIBIT B  
CONCEPTUAL DESIGN**



**EXHIBIT C**  
**JOINT USE PARKING LOT -**  
**GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (“Lease”) is executed at Sacramento, California, on \_\_\_\_\_, 2021 (dated for reference purposes only) between the NATOMAS UNIFIED SCHOOL DISTRICT, a school district of the State of California, (“Landlord”), and the LOS RIOS COMMUNITY COLLEGE DISTRICT, a California community college district, (“LOS RIOS”). LOS RIOS is also referred to herein as “Lessee.”

In consideration of the mutual benefits to be derived from this Lease and from the Joint Use and Parking Lot and In-Lieu Project Agreement dated \_\_\_\_\_, 2021, the parties agree as follows:

1. **DESCRIPTION OF PREMISES.** Landlord leases to Lessee, and Lessee leases from Landlord, on the terms and conditions set forth below, the “Premises” situated in the City of Sacramento, County of Sacramento, State of California, described as being a ± \_\_\_\_\_ acre

parcel of land located at 2600 New Market Drive and being a portion of Assessor Parcel No. 225-0040-089, as shown on the diagram attached as **Attachment “A”**.

2. **TERM.** This Lease shall be effective as of the Execution Date (as stated on the signature page), which date shall be known as the “Lease Commencement Date.” The length of this Lease (the “Term”) shall extend for fifty-five (55) years from the Execution Date.

3. **OCCUPANCY AND DEVELOPMENT.** Lessee accepts the Premises in its “as is” condition as of the Lease Commencement Date. By signing this Lease, Lessee agrees to use commercially reasonable efforts to develop the Premises as a parking lot and to commence the construction work by \_\_\_\_\_, 2021. As of the Lease Commencement Date, Lessee shall

assume liability for the possession, development, operation, and maintenance of the Premises, which shall be a condition precedent to applicability of this Lease and the Agreement.

4. **RENT.** No rent shall be owed as long as Lessee develops, operates and maintains the Premises as a parking lot and allows for public use as set forth in Section 6, below and enters into an agreement substantially meeting the Los Rios In-Lieu Program Obligations.

5. **MAINTENANCE AND OPERATIONS.** Los Rios shall provide all maintenance of the Joint Use Parking Lot.

6. **USE.** The Premises are leased to the Lessee for the purpose of development and operation of a parking lot for primary use by Lessee and joint use by Landlord as follows:

A. Los Rios shall undertake the design and construction of the parking lot.

B. The number of parking spaces to be allocated for use by their respective students, faculty and visitors shall be as set forth below in this Lease.

- C. Landlord is granted the right by Lessee to allow the code-required ADA parking spaces for the softball complex in their parking area as well and a total of six additional regular parking spaces for use by coaches, assistant coaches and NUSD maintenance crews.

and access the Softball Complex.

D. On December 11, 2019, the NUSD Board approved the North Natomas Aquatic Center Complex 50 Meter Pool Operations and Parking Access Agreement (“Parking Access”). Per that agreement, if all or part of the New Parcel is designed to include parking spaces, NUSD or other third party with possessory interest in the New Parcel may allow public use by patrons of the Aquatic Center, as well as public use by patrons of other facilities and events at North Natomas Regional Park. LRCCD shall determine the hours of operation for parking by the public, whether to charge parking fees, and what signage may be needed to inform the public when public parking is permitted and release of liability against NUSD or other third party with possessory interest. The need for additional parking would usually occur on weekends and evenings after school hours.

E. Lessee shall not use, or allow the use, of the Premises for any purpose other than a parking lot for their respective student, faculty and visitor parking without Landlord’s prior written consent.

F. The Parties shall not allow any third-party use of the Premises for parking or other uses in connection with private and/or non-public events.

7. **PARKING FEES AND FINES.** Lessee agrees that the amount of the parking fees and the fines for violation of the parking regulations will be based upon the amount set by LOS RIOS so that Lessee’s faculty, students and visitors do not use the parking spaces at the North Natomas Community and Regional Park during days and hours when NUSD’s Inderkum High School and LOS RIOS’ Natomas Center are in operation. Los Rios’ Current parking fees and fines for violation of its parking regulations can be found here: <https://police.losrios.edu/parking/> Lessee intends that the parking fees and the fines will be utilized in accordance with state statute and regulations.

8. **TAXES AND ASSESSMENTS.** Lessee shall to pay to the County of Sacramento all property taxes which may be levied against the property, including possessory interest tax (pursuant to Section 107.6 of the California Revenue and Taxation Code) and personal property tax, as required by the County Assessor’s Office, if any, as well as all community facilities district and maintenance district assessments, and any direct levies based on property ownership while this Agreement is in effect.

9. **PURCHASE, RENEWAL, OR SURRENDER OF PREMISES AT END OF TERM.** At the end of the Term, the parties may mutually agree to an extension of this Lease, pursuant to appropriate terms. If the Lease expires, Lessee may remove its signage and equipment as long as such removal does not damage the parking lot pavement, lighting fixtures, landscaping, or other parking lot improvements.

10. **HOLDOVER.** If Lessee shall for any reason holdover beyond the Term with Landlord’s consent, express or implied, such holding over shall not be a renewal of this

Lease but shall be a month-to-month tenancy subject to the terms and conditions of this Lease or subject to such other terms as Landlord may specify.

**11. WASTE/NUISANCE.** Lessee shall, at its sole cost, keep and maintain the Premises in a safe, clean, sanitary, orderly and attractive condition. Lessee shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the adjacent properties by their respective owners.

**12. MAINTENANCE OF THE PREMISES.** After improvement of the Premises as a parking lot, Lessee shall maintain the Premises in the usual and ordinary operation of Lessee's business. Landlord shall have no maintenance responsibilities for the Premises.

**13. NONDISCRIMINATION.** Lessee agrees that in operation of the Premises, no discrimination, distinction, or restriction shall be made on account of the sex, color, race, religion, disability, ancestry, sexual orientation, medical condition, marital status, national origin, or immigration status of a person or group contrary to the provisions of Section 51 of the Civil Code of the State of California, which is incorporated in this Lease by this reference, or any other applicable federal, state, or local law prohibiting discrimination.

**14. COMPLIANCE WITH LAWS.** Lessee and Landlord shall comply with all of the requirements of all local, state and federal laws and regulations currently in effect and as such requirements may change in the future which pertain to their use and occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission of any party in any action or proceeding against the other, that a party has violated any federal, state or local statute, ordinance or regulation in its use or operation of the Premises shall be conclusive of the fact as between the parties

Lessee represents, warrants, and covenants that Lessee will remain in compliance with all applicable local, state and federal laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment (collectively the "Environmental Laws"), and that Lessee will not permit to occur any release, generation, storage, disposal or treatment of any hazardous material as that term is defined in any of the Environmental Laws. Lessee shall immediately notify Landlord of any release, generation, storage, disposal or treatment in violation of the Environmental Laws and Lessee shall take such necessary remediation measures at Lessee's sole cost and expense to the complete satisfaction of Landlord. Lessee shall immediately notify Landlord of any complaints, citations, inquires or notices from any governmental entity relating to compliance with Environmental Laws. Lessee represents, warrants and covenants that it has or will obtain all governmental permits relating to its use and operation of the Premises as required by applicable Environmental Laws, and that such permits will remain in effect and Lessee will comply with all of the permit requirements during the Term.

**15. INDEMNITY.** This lease is made upon the express condition that Lessee shall defend, indemnify and hold harmless Landlord and its officers, employees and agents from and against all actions, damages (including those involving property damage, personal injury and/or wrongful death) and, costs, liability, claims, losses, judgments, penalties and expenses of every

type and description, including, but not limited to, any fees and/or costs reasonably incurred by the Landlord's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities arise out of or are in any way connected with Lessee's and its employees, agents, invitees, and contractors and sublessee's use and occupancy of the Premises and performance of its rights and obligations under this Lease, whether or not such Liabilities are caused in part by Landlord or its officers, employees or agents; provided, however, that the foregoing indemnity does not apply to the extent Liabilities arise from the negligence or willful misconduct of Landlord and its officers, employees or agents and/or Landlord's failure to observe its duties under this Lease. This indemnity provision shall survive the termination or expiration of this Lease.

Landlord shall defend, indemnify and hold harmless Lessee and their respective officers, employees and agents from and against all actions, damages, (including those involving property damage, personal injury and/or wrongful death) and costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the Lessee and any fees and expenses incurred in enforcing this provision to which any or all of them may be subjected, to the extent such Liabilities arise out of or are in any way connected with Landlord's and its employees, agents, invitees, and contractors and sublessee's use and occupancy of the Premises and performance of its rights and obligations under this Lease whether or not such Liabilities are caused in part by Lessee or its officers, employees or agents; provided, however, that the foregoing indemnity does not apply to the extent Liabilities arise from the negligence or willful misconduct of Lessee and their respective officers, employees or agents. This indemnity provision shall survive the termination or expiration of this Lease.

**16. INSURANCE REQUIREMENTS.** During the Term of this Lease, Los Rios shall, at its sole cost and expense, maintain in full force the following insurance coverages, which may be provided under a self-insurance program:

- (a) General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 covering liability arising from premises, operations, independent contractors, personal injury, products completed, operations and liability assumed under any insured contract.
  - (i) The amount of the policy shall not be less than One Million Dollars (\$1,000,000), Single Limit Per Occurrence, issued by an admitted insurer, or insurers, as defined by the California Insurance Code.
  - (ii) The policy shall include coverage for premises, operations, products and completed operations and contractual liability for the term of the policy.
  - (iii) The policy shall also include a fire legal liability limit of \$250,000 per occurrence.
  - (iv) The policy shall provide that the NUSD, its officers, employees, and agents are to be named as "additional insureds."

- (v) The policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by Landlord or other named insured will be called on to contribute to a loss covered thereunder.
  - (vi) The policy shall be placed with an insurer with a Bests' rating of not less than A.V.
  - (vii) Landlord shall be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of Los Rios shall be maintained in strict compliance with State laws, and include a waiver of subrogation in favor of Landlord. The Employer's Liability Insurance limit shall be not less than One Million Dollars (\$1,000,000).
- (c) For all of the improvements and personal property at the Premises, a policy of standard fire and all risk extended coverage for damages from special perils, including fire, flood, acts of nature, vandalism and malicious endorsements, shall be maintained in the amount of one hundred percent (100%) of the full replacement value. The proceeds from this policy shall be used by Los Rios for the replacement of the personal property and restoration of the Premises.
- (d) Los Rios shall agree to waive all rights against Landlord and its officers, employees and agents for recovery of damages to the extent Lessee's damages are covered by the insurance required under this Section, except to the extent those damages result from the negligence or willful misconduct of Landlord or its officers, employees and agents. Neither Landlord nor its officers, directors, employees, or agents shall be liable to Los Rios or to any insurance company (by way of subrogation or otherwise) insuring Los Rios for any loss or damage to any tangible item when such loss is caused by any of the perils that are or could be insured against under a standard policy of full Replacement Cost insurance for fire, theft and all risk coverage, or losses under workers' compensation laws and benefits (including, without limitation, consequential damages, business interruption or loss of profits in connection therewith); even though such loss or damage might have been occasioned by the negligence, gross negligence or willful misconduct of Landlord, its officers, directors, employees, or agents. Los Rios shall notify its respective insurance carriers of this provision and shall obtain all necessary endorsements to the insurance policies of Los Rios to give effect to this waiver of subrogation.
- (e) NUSD shall maintain in full force throughout the Term, those general liability and other types of insurance coverages of the types described in the pooling agreement evidenced by, the Summary of Coverage issued by Schools Insurance Authority ("SIA"), the Memorandum of Liability Coverage executed by SIA, true and correct. Landlord accepts the coverages under said pooling agreement for purposes of NUSD's insurance obligations under the Lease.

- (f) Each party shall furnish the others with certificate(s) of insurance and with original endorsements effecting coverage required by this Section prior to the Lease Commencement Date, and each party's insurance certificate shall name the others as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Each party shall furnish insurance certificates annually to verify continued coverage during the Term. The certificates and endorsements are to be forwarded to:

NATOMAS UNIFIED SCHOOL DISTRICT

Attn: Business Office

1901 Arena Blvd.

Sacramento, CA 95834

(916) 567-5466

e-mail: bmonson@natomasunified.org

Los Rios Community College District

Attention General Services

1919 Spanos Court

Sacramento, CA 95825

- (g) Failure of any party to maintain the required insurance coverages will be considered a material breach of this Lease. It is understood and agreed that approval of the insurance certificates and policies by any party shall in no way affect the terms and conditions of the indemnity provision in Section 15 of this Lease, which shall remain in full force and effect. By specifying the minimum insurance coverages in this Section, none of the parties represent that the coverage and limits will necessarily be adequate to protect the insured party and such coverage and limits shall not be deemed as a limitation on any party's liability under the indemnity provision in Section 15 of this Lease.
- (h) The insurance requirements in this Section are subject to review and revision every five (5) years to assure that policy terms, conditions and limits are maintained in accordance with current insurance industry standards.

**17. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** If the Premises are totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, acts of God, or other casualty beyond the control of either party hereto, the parties agree that the obligation to repair or replace the improvements within the Premises shall be in accordance with the following provisions:

- (a) Escrow. Any proceeds payable to, from property insurance policies shall be immediately deposited in an escrow (the "Escrow").
- (b) Total Destruction. In the event that ninety percent (90%) or more of the Premises are destroyed or damaged (a "Total Destruction") through no fault of any party, then any party, may elect to terminate this Lease. In the alternative, the parties may



mutually elect to continue with this Lease in effect and have the Premises rebuilt utilizing insurance proceeds.

- (c) Partial Damage or Destruction. In the event that the Premises are partially damaged or destroyed through no fault of any party, the parties may elect to repair or have repaired the Premises utilizing the proceeds from insurance which were deposited into the Escrow.
- (d) Deductibles; Self Insurance. Where any loss is covered by insurance required by this Lease which contains provisions for any deductible amount, the insured party shall contribute to the cost of rebuilding any such deductible amount or the amount of any self-insurance maintained thereby.
- (e) Personal Property. Any insurance proceeds payable to a party for losses to personal property contents within the Premises shall be for the exclusive use of the insured party, and may be utilized in whatever manner the insured party, in its sole discretion, may designate.

**18. NO ASSIGNMENT OR SUBLETTING**. Lessee shall not assign this Lease, or any interest, right or obligation under this Lease, to any person or entity. Any such assignment or subletting without the Landlord's express written consent shall be void and Landlord shall have the right to terminate this Lease without any liability to Lessee. This Lease shall not be assignable to Lessee's lender or anyone holding a security interest in the personal property located at the Premises, or by operation of law, without the prior written consent of Landlord. Landlord may withhold its approval of any assignment or subletting of this Lease by Lessee in Landlord's sole and absolute discretion.

**19. MECHANICS LIENS**. Lessee shall pay in full all persons and entities who perform labor or provide materials for the work to be performed by Lessee at the Premises and shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to be enforced against Landlord's property for such work or materials. Lessee shall indemnify and hold harmless Landlord from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or arising from such work done, labor performed, or materials furnished.

**20. TERMINATION, BREACH AND REMEDIES**. If Los Rios fails to develop the Premises as a parking lot within a reasonable period of time, or discontinues use of the parking lot for its operations, Landlord may terminate this Lease without any liability to Lessee.

If Lessee violates any material term of this Lease, Landlord may issue a written notice to Lessee which specifies the nature of the violation and the obligation to cure the breach within the period set forth in the notice. The cure period established by Landlord shall be a reasonable period of time for Lessee to cure a non-monetary breach. If Lessee fails to cure the breach, Landlord shall have the right to recover from Lessee any costs, expenses or damages under Landlord's right to indemnification against liability arising from or related to Lessee's acts or omissions occurring prior to termination of this Lease, the costs for removal of mechanic's liens or other liens, and the failure of Lessee to comply with other obligations and requirements as set forth in this Lease.

If Landlord violates any material term of this Lease, Lessee may issue a written notice to Landlord which specifies the nature of the violation and the obligation to cure the breach within the period set forth in the notice. The cure period established by Lessee shall be a reasonable period of time for Landlord to cure a non-monetary breach. If Landlord fails to cure the breach, Lessee shall have the right to recover from Landlord any costs, expenses or damages under Lessee's right to indemnification against liability arising from or related to Landlord's acts or omissions occurring prior to termination of this Lease, the costs for removal of mechanic's liens or other liens, and the failure of Landlord to comply with other obligations and requirements as set forth in this Lease.

**21. NOTICES.** Any and all notices or demands by or from either party shall be in writing and served either personally or by mail. If served personally, service shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, or if by certified mail, return receipt requested.

Any notice or demand to Landlord or Lessee may be given to:

**LANDLORD:**

Natomas Unified School District  
Attn: Javetta Cleveland  
Deputy Superintendent  
1901 Arena Blvd.  
Sacramento, CA 95834  
(916) 567-5457  
e-mail: [jcleveland@natomasunified.org](mailto:jcleveland@natomasunified.org)

**LESSEE:**

Los Rios Community College District  
Attn: General Services  
1919 Spanos Court  
Sacramento, CA 95825  
(916) 856-3422  
e-mail: [manzop@losrios.edu](mailto:manzop@losrios.edu)

Any party may change the address for notice by giving written notice to the other party as set forth above.

**22. WAIVER.** The waiver by a party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**23. BINDING ON SUCCESSORS.** The covenants and conditions in this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of Lessee.

24. **NO JOINT VENTURE.** The parties to this Lease do not constitute a joint venture, partnership or association other than that of landlord and tenant pursuant to this Lease. In no event shall this Lease be construed as creating a legal partnership, employment or agency/principal relationship.

25. **NO THIRD PARTY BENEFICIARIES.** All duties and responsibilities under this Lease shall be the sole and exclusive benefit and burden of Lessee and Landlord and not for the benefit of any other party.

26. **TIME.** Time is of the essence in the performance of Lessee's obligations under this Lease. Prior to commencement of construction per this Ground Lease, Los Rios must enter into an agreement with NUSD providing for and meeting the In-Lieu obligations.

27. **EXCUSABLE DELAYS.** If the performance of any act required by this Lease to be performed by either party is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials or permits, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act; the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

28. **NO WARRANTIES BY LANDLORD.** Landlord makes no representation or warranty of any kind, express or implied, as to the suitability of the Premises for Lessee's specified use. Los Rios represents and warrants that it has independently made a full and thorough investigation and examination of the Premises and that it is entering this Lease relying only upon facts ascertained from said independent investigation.

29. **VENUE AND ALTERNATIVE DISPUTE RESOLUTION.** The parties agree to submit any disputes arising under this Lease to a court of competent jurisdiction located in Sacramento, California. Nothing in this Lease shall be construed to prohibit the parties from engaging in alternative dispute resolution processes prior to initiating legal proceedings, including, without limitation, mediation and arbitration, upon the discretion and mutual consent of the parties.

30. **APPLICABLE LAW.** The Lease was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California.

31. **SEVERABILITY.** If any term or provision of this Lease, or the application of any term or provision to any person or circumstance, is held to be invalid or unenforceable, or is found to be prohibited by law; the remainder of this Lease and the application of any term or provision to any person or circumstance (other than those provisions or applications which were held invalid, unenforceable, or prohibited) shall not be affected and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. **CAPTIONS.** The title or headings to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this

Lease.

**33. COUNTERPARTS; FACSIMILE/PDF SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or pdf signature shall be deemed an original signature.

**34. ENTIRE AGREEMENT; MODIFICATION.** The parties have each carefully reviewed this Lease and have agreed to each term in this Lease. No ambiguity shall be presumed to be construed against either party. This Lease contains all of the terms and conditions as agreed upon by the parties, and supersedes any and all oral or written communications by and between the parties. No waiver, alteration, modification, or amendment of this Lease shall be valid unless made in writing and signed by the parties.

**35. JOINT USE PARKING LOT PROJECT AGREEMENT.** Nothing in this Lease is intended to modify or alter the terms and conditions set forth in the Joint Use Parking Lot Project Agreement between the parties. In the event of any conflict between the terms and conditions set forth in this Lease with the terms and conditions set forth in the Joint Use Parking Lot Project Agreement, the terms and conditions set forth in this Lease shall prevail.

**36. AUTHORITY.** Each of the signatories to this Lease represents that he/she is authorized to sign the Lease on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Lease.

**37. ATTORNEYS FEES.** In the event any party to this Lease should default under any of the provisions hereof, and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will, on demand, therefore pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party, including attorneys' fees and expenses incurred for any appeals.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Lessee have entered into this Lease on the last date set forth below (the "Execution Date").

**LANDLORD:**

NATOMAS UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_  
Javetta Cleveland, Deputy Superintendent

Dated: \_\_\_\_\_

Approved as to Form:

BY: \_\_\_\_\_  
District Counsel

LESSEE:  
LOS RIOS COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_  
Mario Rodriguez  
Vice Chancellor, Administration and Facilities

Dated: \_\_\_\_\_

Approved as to Form:

BY: \_\_\_\_\_  
General Counsel

\_\_\_\_\_

ATTACHMENT A  
PREMISES DIAGRAM (TO BE COMPLETED)

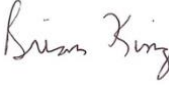
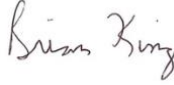
---

---

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Ratify: Grants and Contracts Awarded	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item F	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Brian King, Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 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
Equity Transfer Initiative <ul style="list-style-type: none"> <li>• Funding to support activities to achieve Equity Transfer Initiative objectives established by the American Association of Community Colleges.</li> <li>• 1/19/2021- 9/30/2022</li> <li>• Administrator: Rukiya Bates, Interim Dean of Retention and Persistence</li> </ul>	SCC	\$28,000	American Association of Community Colleges
Umoja – SBA Learning Community <ul style="list-style-type: none"> <li>• Funding to provide direct services to students that promote student success and student professional development, and increase and sustain student enrollment in the Umoja programs at California Community Colleges.</li> <li>• 9/1/2020 – 3/31/2021</li> <li>• Administrator: Tanya Anderson, Interim Dean of Engagement and Completion</li> </ul>	SCC	\$16,000	Umoja – SBA Learning Community

**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: March 17, 2021

<b>SUBJECT:</b>	Ratify: Affiliation and Other Agreements	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item G	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<div style="text-align: right; margin-bottom: 5px;"><i>Upr</i></div> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<div style="text-align: right; margin-bottom: 5px;"><i>Brian King</i></div> Brian King, Chancellor	ACTION	
		INFORMATION	

**BACKGROUND:**

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

**STATUS:**

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

**RECOMMENDATION:**

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

## ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS/ INTERNSHIP AGREEMENTS

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

Agency	Clinical Program	Campus	Contract Date	Term
AHC Health Care of Sacramento	PTA/OTA <sup>1</sup>	SCC	01/08/21	Evergreen
Albertsons Companies, Inc.	Pharmacy Tech	CRC	01/22/21	Evergreen
El Dorado County Emergency Services Authority	EMT <sup>2</sup>	FLC	02/09/21	EXP: 02/09/24
City of Sacramento	EMT and PMED <sup>2</sup>	ARC	02/23/21	EXP: 02/23/22
Open System Imaging	Imaging	FLC	02/23/21	Evergreen
Mercy Plaza Pharmacy	Nursing	ARC	02/25/21	Evergreen

<sup>1</sup> PTA/OTA: Physical Therapy Assistant/Occupational Therapy Assistant

<sup>2</sup> EMT/PMED: Emergency Medical Technician/Paramedic

Company/Agency	Internship Type	Campus	Contract Date	Term
City of Sacramento-Police Dept.	Law Enforcement Experience	SCC	06/01/19	EXP: 09/30/2021

## ZERO DOLLAR AGREEMENTS

Listed below are the agreements entered into by Los Rios Community College District that do not require payment to the Agency.

**Agency:** Elk Grove Unified School District **Term:** 01/01/21 to 06/30/25 **Type of Contract:** MOU

**Description:**

LRCCD and EGUSD desire to enter into a College and Career Access Pathways partnership to collaborate and provide college credit and courses through various means sanctioned by legislative acts, California Education Code, and Title 5. The purpose of this MOU is to allow LRCCD, specifically Cosumnes River College, to share with EGUSD disaggregated student performance data, specifically grades and credits, for EGUSD students dually enrolled in LRCCD courses through Advanced Education, AB 288 Dual Enrollment or Articulation agreements.

**Agency:** Intel Corporation **Term:** 02/11/21 to 02/10/23 **Type of Contract:** License Agreement

**Description:**

Intel Corporation has developed the Intel® AI For Workforce Program (the "Program"), which is designed to help Licensee teach basic AI technology literacy skills effectively to learners. Intel and LRCCD wish to enter into an agreement to grant LRCCD a license to reproduce and distribute Course Materials pursuant to the terms of the License Agreement, for use by learners of the Intel® AI For Workforce Program.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item H	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>MR</i> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<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	Change Amount	Change Number	Vendor	New Contract Total
20012R	\$4,858.40	1	John F. Otto Inc.	\$339,858.40
Increase for restroom door.				

BID AWARDS					
Bid No	Description	No of Responses	Award Date	Successful Vendor	Total Contract
20016	SCC Veterans Resource Center Suite Remodel	6	2/22/21	JNT Building and Remodeling Inc.	\$291,998.88

Contractor Name	Base Bid	REMOVED ALT 1	Alternate 2	Total Bid
Treehenge Construction Inc. *	\$215,000.00	n/a	\$30,000.00	\$245,000.00
JPB Designs *	\$215,000.00	n/a	\$35,000.00	\$250,000.00
Haggerty Construction, Inc. *	\$241,633.00	n/a	\$26,613.00	\$268,246.00
JNT Building and Remodeling, Inc.	\$254,112.13	n/a	\$37,886.75	\$291,998.88
San Patricio Construction, Inc *	\$262,825.00	n/a	\$54,730.00	\$317,555.00
Triamid Construction	\$309,088.00	n/a	\$28,894.00	\$337,982.00

\* nonresponsive - no digital signature or signature not sufficient



**RECOMMENDATION:**

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

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

**BACKGROUND:**

A listing of purchase orders, warrants, checks and wires issued during the period of January 16, 2021 through February 15, 2021 is on file in the District Business Services Office for review.

**RECOMMENDATION:**


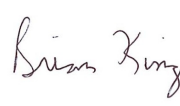
It is recommended that the Board of Trustees approve the numbered purchase orders, warrants, checks and electronic transfers that are reflected on the attached schedule.

<b>PURCHASE ORDERS</b>		
General Fund	0001114111-0001114469 B210549-B210562	\$ 2,701,524.82
Capital Outlay Fund	0003018731-0003018767	
Child Development Fund	0006000925-0006000926	
Self-Insurance Fund	0009000463-0009000463	
<b>WARRANTS</b>		
General Fund	808428-809645	\$ 8,283,403.25
General Fund-ARC Instructional Related	010926-010937	
General Fund-CRC Instructional Related	023942-023947	
General Fund-FLC Instructional Related	-	
General Fund-SCC Instructional Related	048424-048430	
Capital Outlay Fund	835079-835125	
Student Financial Aid Fund	900752-900827	
Child Development Fund	954884-954886	
Self-Insurance Fund	976650-976653	
ODSFD	-	
Payroll Warrants	487613-488024	\$ 7,045,601.36
Payroll Vendor Warrants	68070-68171	
January Leave Process	488025-490026	
<b>CHECKS</b>		
Financial Aid Disbursements (E-trans)	-	\$ 22,548,999.47
Clearing Checks (Account 90000001)	-	\$ 53,701.00
Parking Checks	-	\$ -
Bookstore Fund – ARC	034427-034430	\$ 39,462.87
Bookstore Fund – CRC	029133-029133	
Bookstore Fund – FLC	-	
Bookstore Fund – SCC	051849-051849	
Student Clubs Agency Fund – ARC	6218-6252	\$ 60,087.04
Student Clubs Agency Fund – CRC	5510-5523	
Student Clubs Agency Fund – FLC	2929-2929	
Student Clubs Agency Fund – SCC	4553-4565	
Foundation – ARC	6890-6907	\$ 442,909.31
Foundation – CRC	2937-2946	
Foundation – FLC	2055-2063	
Foundation – SCC	5645-5663	
Foundation – DO	1212-1267	
Associated Students Trust Fund – ARC	-	\$ 692.91
Associated Students Trust Fund – CRC	0938-0939	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	USI Check System: 8218-8221	\$ 7,992.10
<b>ELECTRONIC TRANSFERS</b>		
Board of Equalization	-	\$ 7,000.00
PARS	-	\$ 10,049.36
Vendors	-	\$ -
International Wire	-	\$ -
Backup Withholding	-	\$ -
Retiree Health Trust	-	\$ -
Self-Insurance	-	\$ 25,837.21
Bookstore	-	\$ -
Payroll Direct Deposit Advices	1084727-1088698	\$ 11,376,733.19
Other Payroll Transactions	-	\$ 3,448.00
Foundation Scholarships	-	\$ 30,121.48
ACH Transaction	-	\$ -
CARES Act	-	\$ -
Regional Transit (RT) Payment	-	\$ -

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Human Resources Transactions	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item J	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Jamey Nye, Deputy Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King, Chancellor	ACTION	
		INFORMATION	

**RECOMMENDATION:**

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

<b>APPOINTMENT(S)</b>
-----------------------

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
-------------	-------------------------	--------------------------

District Office

Whittaker, Chanelle M. (J.D., Hofstra University School of Law)	Associate Vice Chancellor of Human Resources, <i>Step 5</i>	03/18/21
--	---	----------

<b>APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S)</b>
---

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
-------------	-------------------------	--------------------------

American River College

Daily, Nicolas K. (M.Ed., Oregon State University)	Interim Dean of Equity and Inclusion	12/06/19 – 07/30/21 (Revised)
---	--------------------------------------	----------------------------------

<b>APPOINTMENT(S) TO TEMPORARY POSITION(S)</b>
--

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
-------------	-------------------------	--------------------------

American River College

Gorre, Charrisa E. (M.A., National University)	Interim Dean of McClellan/Sacramento Regional Public Safety Training Center	02/25/21 – 06/30/21
---	--	---------------------

Sorensen, Kathryn H. (Ph.D., University of Texas)	Interim Dean, Behavioral & Social Sciences	03/16/20 – 06/30/21 (Revised)
--	--	----------------------------------

District Office

Balsamo, Brenda (M.B.A., California State University, Sacramento)	Interim Associate Vice Chancellor of Human Resources	11/18/20 – 03/17/21 (Revised)
--	--	----------------------------------

Krichmar, Lee (M.S., Claremont Graduate University)	Interim Director (II), Enterprise Services	02/08/21 - 05/01/21
--	--	---------------------

<b>RETIREMENT(S)</b>
----------------------

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
-------------	-------------------------	--------------------------

Sacramento City College

Meehan, Gabriel M. (After 21+ years of regular service)	Associate Vice President of Instruction, Economic & Workforce Development	08/07/2021
--	--	------------

Whittaker, Chanelle M. Associate Vice Chancellor of Human Resources

Significant Contract Terms:

Salary: \$204,166.64/annually – Step 5, Level A, 2020-2021 Interim Management Salary Schedule

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

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



<b>LEAVE(S) OF ABSENCE</b>
----------------------------

<u>Name</u>	<u>Subject/Position</u>	<u>Type</u>	<u>Effective Date(s)</u>
<u>American River College</u>			
Aucoin-Ratcliff, Debra J.	Nursing Professor	Medical	01/14/21 – 05/19/21
Moreno, Minerva	Engineering Professor	Type C	08/19/21 – 12/16/21
Shrope-Austin, David S.	Speech Communication Professor	Type C	08/19/21 – 12/16/21
Worsfold, Brandy L.	Art Professor	Medical (50%)	01/14/21 – 05/19/21

<b>PRE-RETIREMENT WORKLOAD REDUCTION(S)</b>
---

<u>Name</u>	<u>Subject/Position</u>	<u>FTE</u>	<u>Effective Date(s)</u>
<u>Folsom Lake College</u>			
Hansen, Mary F.	College Nurse	From 1.0 to 0.7	07/01/21 – 06/30/26
Peralta, Marsha E.	Early Childhood Education Professor	From 1.0 to 0.6	08/20/20 – 05/17/23 (Revised)
<u>Sacramento City College</u>			
Ruedas, Sandra R.	Extended Opportunity Program and Services (EOP&S) Counselor	From 0.6 to 0.5	07/01/21 – 06/30/23

<b>RESIGNATION(S)</b>
-----------------------

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Morrison, Brian J.	Deaf Culture and Sign Language (ASL) Studies Assistant Professor	05/14/21

**RETIREMENT(S)**

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
<u>American River College</u>		
Crump, Daniel J. (After 24+ years of regular service)	Librarian	05/20/21
Hess, Krista E. (After 23 years of regular service)	English as a Second Language (ESL) Professor	05/20/21
Hughes, Ralph E. (After 30 years of regular service)	Music Professor	05/20/21
Kleemann, Joann C. (After 33 years of regular service)	Nursing Professor	05/20/21
New, Donald E. (After 15 years of regular service)	Interior Design Professor	05/20/21
Rau, Mark J. (After 21 years of regular service)	English as a Second Language (ESL) Professor	05/20/21
Stewart, Mark A. (After 29 years of regular service)	Psychology Professor	05/20/21
<u>Cosumnes River College</u>		
Abraham, Lisa D. (After 27 years of regular service)	English Professor	05/20/21
<u>Sacramento City College</u>		
Castaneda, Denise S. (After 13+ years of regular service)	English Professor	04/06/21
Thomas-Val, Jacinth P. (After 20 years of regular service)	English Professor	05/20/21

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2020**  
**American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Brock,Michelle D.	Mathematics Skills	13 %
Johnston,Diana L.	Registered Nursing	20 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2020**  
**Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
McHugh,Matthew E.	Emergency Medical Services	41 %
Oliver,Julie A.	Microbiology	40 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2020**  
**Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Goodchild,Rebecca D.	Librarian	20 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021**  
**American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Aghabeigi, Farah	Accounting	37 %
Austin, Debra L.	Reading	15 %
Beezley, Shareen G.	Paralegal	40 %
Blunk, Dawn M.	English	20 %
Buckner, Mallory R.	Counselor	49 %
** (B5) Bueno III, Jose	Welding Technology	1 %
Bystrom, Helen C.	English	47 %
Bystrom, Helen C.	Reading	4 %
Casillas, Griselda	Counselor	49 %
Caybut, Avis C.	Coordinator	60 %
** (B2) Chapek, Carl W.	Software Applications	35 %
Dang, Tina G.	Counselor	21 %
Daniels, Lisa M	Reading	11 %
Farnham, Cynthia B.	Sign Language Interpreting	27 %
Gutowsky, Edward A.	English	3 %
Herman, Kathryn M.	Counselor	6 %
Hernandez, Israel	Administration of Justice	1 %
Huerta, Teresa A.	Administration of Justice	1 %
Johnson, Seth R	Emergency Medical Services	30 %
Juner, Robert A.	Registered Nursing	64 %
Kalman, Mikalai	Diesel Technology	35 %
Kaneyuki, Brent Y.	Administration of Justice	1 %
Klier, Julie A.	Reading	7 %
Kozlov, Maksim	Diesel Technology	53 %
Larabee, Linda G.	Reading	35 %
Mann, Nicole M.	Chemistry, General	20 %
** (B2) McCormack, Nicole Elizabeth	Automotive Technology	13 %
Mott, Rodney E.	Fine Arts, General	25 %
Mulvihill, Shauna Marie	History	40 %
Ngo, Tu C.	Mathematics, General	53 %
Odell, Ashley R.	Academic Guidance	40 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021  
American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Owens,Laurie A.	Registered Nursing	59 %
Parrish,Stephanie S.	Coordinator	30 %
Porter,Cherri J.	English	27 %
Robinson,Anthony M.	Reading	14 %
Schirmer,Marie A.	Nutrition, Foods, and Culinary Arts	33 %
Stark,Stacey L.	Registered Nursing	29 %
Staten,Keith J.	Paralegal	25 %
Tabrizi,Setareh H.	English	23 %
Valenzona,Deborah A.	Reading	31 %
Vasquez,Karen M.	Speech Communication	61 %
Vlami,Christopher M.	Coordinator	1 %
Westre,Barbara J.	Counselor	8 %
Wooden,Tami D.	Physical Education	27 %
Yanez,Israel	Librarian	14 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021  
Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Aptekar,Rachel M.	Biology, General	25 %
Babka,Cary M.	Television (including combined TV/film/v	1 %
Conner,Lyn W.	Astronomy	20 %
Dale,Jeffrey J.	Philosophy	20 %
Dang,Tina G.	Counselor	15 %
Dow,Keith E.	Astronomy	25 %
Fuller,Serena M.	Nutrition, Foods, and Culinary Arts	20 %
Grahn,Robert A.	Biology, General	25 %
Greer,Albert A.	Astronomy	25 %
Inoue,Faye S.	Health Occupations, General	33 %
Limon,Kimberly T.	English	40 %
Madden,William P.	Counselor	2 %
Mahmood,Ghazanfar B.	Health Occupations, General	20 %
Martin,Dominik N.	Emergency Medical Services	5 %
Possemato,Frank	English	47 %
Strong,Michael W.	Astronomy	25 %
Tang,Skyeler A	Counselor	10 %
Yeung Whamond,Esther E.	Counselor	3 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021  
Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Baltimore,Paul R.	History	40 %
Benford,William	Intercollegiate Athletics	56 %
Bolton,Sara Michele	Spanish	35 %
Buch,Dipali D.	Business Management	20 %
Bulaong,Jesse Paul C.	Mathematics, General	53 %
DeMercurio,Dana M.	Speech Communication	40 %
Dib,Amal	Mathematics Skills	67 %
Diehl,Kellie A.	Physical Education	15 %
Faulkner,Leisa A.	Sociology	20 %
** (A1) Haeuptle,Christina W.	Speech Communication	40 %
Johnson,Glenn Allen	Computer Programming	27 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021**  
**Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Johnson,Lewis E.	Music	30 %
Koorkoff,Marina	Psychology, General	40 %
Lorenzo,Gina M.	Counselor	20 %
Magnuson,Vasiliki M.	Physical Education	15 %
McGhee,Kelly F.	Counselor	59 %
Melby-Harada,Cynthia Diane	Job Seeking/Changing Skills	7 %
Millington,James E.	Information Technology, General	12 %
Miranda,Yolanda O.	Counselor	1 %
Morris,Ljiljana	Astronomy	20 %
Panger,Kathryn E.	Sociology	20 %
Pechenova,Mariia	Music	60 %
Reno,Susan L.	Other Health Occupations	12 %
Rodgers,Katherine G.	English	20 %
Swanson,James K.	Emergency Medical Services	3 %
Swink,Mark L.	Emergency Medical Services	40 %
Thompson,Janel D.	Anthropology	15 %
Williams,Joshua C.	Astronomy	20 %
Works,Bethany C.	Speech Communication	40 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021**  
**Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Ashe,Chipo C.	Counselor	2 %
Bailey,Amelita H.	Mathematics, General	40 %
Boyd,Alexandra R	Speech Communication	60 %
Briel,Mariah C.	Fine Arts, General	20 %
Burke,Larenda R.	Administration of Justice	20 %
Chambers,Kelly C.	Counselor	2 %
Eifler,Tristan T.	Chemistry, General	20 %
Galvan,Erika N.	Counselor	2 %
Garcia,Isela	Cosmetology and Barbering	19 %
Gelotte,Danielle	Counselor	3 %
Gutierrez,Jennifer L.	Fine Arts, General	20 %
Hernandez Martinez,Crystal	Counselor	36 %
Herrera,Daniel A.	Computer Graphics and Digital Imagery	21 %
Jackson,Lorraine C.	Cosmetology and Barbering	19 %
Lawrence Jr,Charles E.	Counselor	2 %
Mendoza,Liliana	Counselor	30 %
Miller,Matthew K.	Technical Theater	10 %
Miller,Matthew K.	Dramatic Arts	20 %
Molson,Stephene M	Nursing	2 %
Nguyen,Cuong	Counselor	2 %
Nicholson,Joy Christine	Film Studies	20 %
Nicholson,Joy Christine	Dramatic Arts	20 %
Poon,Alexia V.	Physical Education	15 %
Robbins,Destiny J	Counselor	2 %
Rodriguez,Hector	Mathematics, General	13 %
** (A2) Salazar,Rosalinda R.	English	40 %
Stefani,Nancy M.	ESL Writing	5 %
** (A5) Swafford,Derek L.	Academic Guidance	40 %
Trean,Caron L.	English	20 %
Uram,Tatyana A.	Mathematics, General	20 %
VanAcker,Gregory	Software Applications	18 %

**TEMPORARY, PART-TIME EMPLOYEES Spring 2021****Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Veras, Clarisa C.	Spanish	27 %
Waltonen, Karma J.	English	20 %
Williams, Jasmine S.	Speech Communication	60 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2021****American River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Alexander, Carie D.	Counselor	7 %
Allred-Powless, Jeanette	Physical Education	15 %
Arrieta Katzorke, Corinne L.	Spanish	53 %
Badilla, Araceli	Job Seeking/Changing Skills	7 %
Bekker, Borislava	Chemistry, General	52 %
Casper-Denman, Kristina E.	Anthropology	16 %
Casper-Denman, Kristina E.	History	20 %
Chao, Pamela H.	Sociology	40 %
Cooley, Marie K.	Interior Design and Merchandising	3 %
Crowder, Michael H.	English	30 %
Diaz, Melissa	English	20 %
Driscoll, Jane E.	ESL Writing	20 %
Fong, Angela J.	Counselor	8 %
Fratello, Natasha M.	Psychology, General	20 %
French, Benjamin R.	Automotive Technology	39 %
Garvey, Andrea P.P.	Psychology, General	20 %
Goold, Grant B.	Paramedic	39 %
Griffin, Robert C.	Academic Guidance	40 %
Hoffpaur, Carina E.	English	13 %
Knirk, Brian D.	Restaurant and Food Services Management	13 %
Lovering, Janay N.	English	33 %
Moran, Jeffrey C.	ESL Integrated	27 %
Morgan, Roxanne	English	3 %
Nowicki, Lazette V.	Registered Nursing	15 %
Parrinella, Lisa M.	Registered Nursing	15 %
Reynolds, Tera L.	Academic Guidance	10 %
Riley, Lonetta L.	Administration of Justice	20 %
Stewart, Mark A.	Psychology, General	40 %
** (A2) Valdez, Judith	Counselor	10 %
Vinsant, Denise T.	Academic Guidance	30 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2021****Cosumnes River College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Doan, Anna N.	Counselor	7 %
Frazee, James C.	Psychology, General	20 %
Hodgkinson, Georgine R.	Speech Communication	20 %
Marshall-Mills, Denise L.	Counselor	3 %
McHugh, Matthew E.	Emergency Medical Services	30 %
Mederos, Lisa-Marie	Business and Commerce, General	40 %
Mederos, Lisa-Marie	Business Management	20 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2021**  
**Folsom Lake College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Aldrich,Christina D.	Psychology, General	20 %
Angove,Philip J.	Music	43 %
Armbrust,Kimberly A.	Mathematics Skills	8 %
Clark,Christopher S.	Counselor	16 %
Danner,Lisa A.	English	8 %
Eitel,Joseph E.	Mathematics, General	60 %
Eiteneer-Harmon,Daria N.	Physics, General	32 %
Fannon,Sean P.	Psychology, General	60 %
Hale,Daniel R.	Astronomy	35 %
Johnson,Justin L.	Exercise Sciences/Physiology and Movemen	20 %
Kraemer,Jennifer L.	Family Studies	20 %
Longhitano,Amber L.	Counselor	5 %
Morrison,Jill	Counselor	12 %
Olsen,Marc C.	Mathematics Skills	60 %
Sayago,Maria S.	Art	13 %
Tavares,Tyrone M.	Counselor	26 %
** (A1) Telles,James W.	Librarian	20 %
Tikhonova,Inna V.	Counselor	14 %
Yang,Kou	Counselor	18 %

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 2021**  
**Sacramento City College**

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
De Guzman,Emmylou V.	Registered Nursing	18 %
De Mey,Suzanne L.	Accounting	53 %
deGennaro,Paul J.	Physiology (Includes Anatomy)	52 %
Goodchild,Rebecca D.	Librarian	20 %
Hodge,Tracey L.	General Work Experience	13 %
Lopez,Antonio J.	Librarian	20 %
Martinez,Jesus E.	Mathematics, General	47 %
Paden,Sylvia S.	Nursing	30 %
Parks,Karen D.	Software Applications	18 %
Strimling,Amy K.	Family Studies	20 %
Wagner,Glennnda G.	Nursing	24 %
** (A5) Walker,Dannie E.	Physical Education	8 %

**APPOINTMENT(S)**

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Wong, Kevin	Senior information Technology Business/ Technical Analyst	DO	03/02/21

**LEAVE(S) OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Type of Leave</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Strong, DeCarla M.	Instructional Assistant - Mathematics, 45%, 9 months	Personal, 100%	ARC	11/01/20 – 05/31/21
ID#1304381	District Office	Unpaid	DO	3 days

**REASSIGNMENT(S)/TRANSFER(S)**

<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Fuertes, Luz Andrea	Student Support Specialist (Outreach Specialist)	FLC FLC)	03/01/21
Nishizaki-Ngo, Jennifer M.	Student Support Specialist, 10 months (Student Support Specialist, 12 months)	CRC CRC)	03/01/21

**RESIGNATION(S)**

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Chu, Madeline M.	Account Clerk II	SCC	03/13/21
Daoud, John A.	College Safety Officer	DO	03/03/21
Oesterman, Joseph P.	Information Technology Systems/Data Base Administrator Analyst I	DO	03/23/21

**RETIREMENT(S)**

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Bowman, Peter J.	Grounds Supervisor (After 11+ years of regular service)	FM	05/15/21
Chursenoff, Atsuko Y.	Senior Information Technology Specialist (After 22+ years of regular service)	DO	06/01/21



---

<b>SEPARATION(S) OF SERVICE</b>
---------------------------------

<u>Name</u>	<u>Position</u>	<u>Date</u>
Hart, Craig A. (deceased)	Grant Coordination Clerk (After 8+ years of service)	01/29/21

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>			
Brager-Hall, Sheila A.	Special Projects	02/16/2021	06/30/2021
Fall, Rheann D.	Assistant Coach	12/14/2020	06/30/2021
Foust, Jessica V.	Special Projects	02/01/2021	06/30/2021
Glenn, Cynthia M.	Special Projects	02/16/2021	06/30/2021
Heggen-Wilcox, Samantha S.	Clerk I	01/04/2021	06/30/2021
Ix, Yesenia Y.	Student Personnel Assistant	02/16/2021	06/30/2021
Knott, Dustin E.	Special Projects	02/05/2021	06/30/2021
Larson, Victoria J	Instructional Assistant	02/16/2021	06/30/2021
Li, San M	Outreach Specialist	02/02/2021	06/30/2021
Lynn, Jessica	Special Projects	02/15/2021	06/30/2021
Maltseva, Maryna	Clerk I	03/01/2021	06/30/2021
Martin III, Alfonza	Special Projects	02/05/2021	06/30/2021
Martin, Jason D.	Assistant Coach	12/14/2020	06/30/2021
Miller, Caleb	Special Projects	02/01/2021	06/30/2021
Morriese, Arthur W.	Special Projects	02/05/2021	06/30/2021
Morris, Michael G.	Assistant Coach	01/18/2021	06/30/2021
Omari, Mohammad S.	Special Projects	02/05/2021	06/30/2021
Seawell, Garrett L.	Assistant Coach	01/18/2021	06/30/2021
Sidiq, Abdul Basir	Financial Aid Clerk I	02/05/2021	06/30/2021
Williams Kingsley, Sarah E.	Student Personnel Assistant	01/25/2021	06/30/2021
Woodbine, Randi K	Special Projects	02/01/2021	06/30/2021
Zabegalin, Alex-David V	Special Projects	02/01/2021	06/30/2021
<u>Cosumnes River College</u>			
Ayoubi, Sadia	Financial Aid Clerk I	02/25/2021	06/30/2021
Blakes, Malisha	Student Support Specialist	01/15/2021	06/30/2021
Funderburg, Arielle A	Student Personnel Assistant	02/07/2021	06/30/2021
Nguyen, Khoi B	Financial Aid Clerk I	01/04/2021	06/30/2021
Velazquez, Medelin A	Student Personnel Assistant	02/19/2021	06/30/2021
<u>District Office / Business and Economic Development Center / Facilities Management / Police Services</u>			
Pigenko, Mariya	Account Clerk II	03/01/2021	06/30/2021
<u>Folsom Lake College</u>			
Messina, Julianna S	Reader/Tutor	02/24/2021	06/30/2021
Michel, Judith S.	Admissions/Records Clerk I	02/25/2021	06/30/2021
Ragan, Stacia M.	Reader/Tutor	02/08/2021	06/30/2021

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
<u>Sacramento City College</u>			
Cruz, Edgar S	Student Support Specialist	01/22/2021	06/30/2021
James, Breanna Y	Clerk III	02/26/2021	06/30/2021
Kemp Jr, Leroy P.	Assistant Coach	02/22/2021	06/30/2021
Lopez-Jones, Samara E.	Clerk I	02/01/2021	06/30/2021
Morrison, Pamela J.	Special Projects	02/16/2021	06/30/2021
Perez, Nina F	Laboratory Technician	02/04/2021	06/30/2021
Poberezhnik, Austin Y	Instructional Assistant	02/04/2021	06/30/2021
Saenz, Lawrence	Assistant Coach	02/15/2021	06/30/2021
Tsiarenia, Yanina	Clerk I	02/01/2021	06/30/2021
Turner, Olivia A.	Counseling Clerk I	02/23/2021	06/30/2021

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	California Community Colleges Classified Employee of the Year	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Edward C. Bush <i>Edward C. Bush</i> President, Cosumnes River College	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	X
		INFORMATION	<input type="checkbox"/>

**BACKGROUND:**

Each year at their May meeting, the Board of Governors of California Community Colleges honor classified employees who demonstrate the highest level of commitment to professionalism and community colleges. Recipients are nominated by their colleagues and endorsed by the local Board of Trustees. Award winners are selected by representatives of the Community College Board of Governors, Chancellor’s Office, and the Foundation for California Community Colleges.

**STATUS:**

Each local Board of Trustees may forward to the California Community Colleges Chancellor’s Office the name of one nominee for the Community College Classified Employee of the Year Award. This year the District is recommending the nomination of Clarissa Correa, Student Personnel Assistant (CRC).

Clarissa has worked as a full-time employee within the Los Rios Community College District since 2006 where she began her time with Los Rios in the Small Business Development Center (SBDC). While with SBDC, she assisted clients through various tasks related to preparing and completing business plans, marketing plans, financial statements and grant applications. Clarissa assisted with identifying over 15 funding opportunities for the Center and the Region, which allows the Center to apply for over \$600,000 in grants and contracts in order to meet the Small Business Administration Federal grant requirements. In 2015, Clarissa transferred to Cosumnes River College as a result of the Small Business Development Center contract not being renewed.

The Assessment Center welcomed Clarissa to the team and Clarissa quickly became part of the Student Support Center family which included EOPS/CARE, CalWORKs and Assessment. As the Student Personnel Assistant for Assessment, Clarissa has provided support through the many changes and areas of ambiguity as CRC implemented AB705. System-wide, Assessment/Placement has undergone a thorough interrogation of the validity of using a test to place students, and the unintended consequences of using a test. Following this, there were changes mandated to State law.

Upon full District implementation of AB705, course placements were made available in eServices for students. The team had very little training on how information would be displayed to

students. Clarissa took the lead with investigating and disseminating information, working closely with instructional faculty; namely, the Math and English department chairs. She served as the voice of our students, by communicating areas of confusion and frustration that students were experiencing. She focused on solutions, and transferred complex information into easy-to-read charts that students, faculty and staff could understand. At the many complex junctures, she took initiative to find the answers and anticipate technological barriers that students would encounter.

To respond effectively to this dynamic change required flexibility, resilience, attention to detail, awareness of global impact, and an unwavering focus on the reason for the change: to support student success. Clarissa embodies and practices all of these qualities, with equity at the center of it all. She understands that creating an inclusive and equitable learning and work environment is important for many reasons. She is grateful for the opportunity to work closely with students from various backgrounds; and takes extra time to provide assistance to students as they navigate the college process so that they can be successful here at CRC and reach their academic goals. CRC is lucky to have Clarissa Correa as part of our team and it is our honor to nominate her for the Community College Employee of the Year Award.

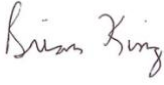

**RECOMMENDATION:**

It is recommended that the Board of Trustees endorse the nomination of Clarissa Correa, of Cosumnes River College, for the 2021 California Community Colleges Classified Employee of the Year Award.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Resolution No. 2021-04: Equal Pay in the Los Rios Community College District	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Brian King, Chancellor	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King, Chancellor	ACTION	
		INFORMATION	

**BACKGROUND:**

The California Community College Women’s Caucus has developed an effort to advance and support implementation of the California Fair Pay Act. The proposed resolution is presented in support of that effort.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 2021-04 in support of equal pay in the Los Rios Community College District.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

№ 2021-04

### IN SUPPORT OF EQUAL PAY IN THE LOS RIOS COMMUNITY COLLEGE DISTRICT

**WHEREAS,** California Community Colleges, the largest system of higher education in the country with more than 2.1 million students at 116 colleges, serves the most diverse student population of any system of higher education in the state; and

**WHEREAS,** The Los Rios Community College District is among the largest districts in the California Community College system, with four colleges serving approximately 70,000 students; and

**WHEREAS,** The open-access mission of community colleges and the Los Rios Community College District provides a path for economic and social mobility for its students, 43% of whom statewide are the first in their families to attend an institution of higher education and 53% of enrolled students statewide identify as female; and

**WHEREAS,** The California Community College system is composed of 58% female employees across administrators, tenured faculty, part-time faculty and classified employees; and

**WHEREAS,** California has the strongest equal pay laws in the nation, but we recognize that change doesn't happen without education and implementation; and

**WHEREAS,** The Los Rios Community College District supports the statewide #EqualPayCA campaign and reaffirms our commitment to pay equity in the workplace through the CA Pay Equity Pledge; and

**WHEREAS,** California workplace laws govern the payment of compensation to employees by employers; and

**WHEREAS,** The Equal Pay Act prohibits an employer from paying any of its employees' lesser wage rates than other employees based on sex, race, or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions; and

**WHEREAS,** In 2019, the National Women's Law Center wage gap data by gender, race and ethnicity, showed that California Latinas earn 43 cents, Black women earn 60 cents, Asian women earn 75 cents and white women earn 80 cents, to every dollar earned by white men; and

**WHEREAS,** Forty one percent (41%) of mothers are the sole or primary breadwinners in their families and make on the average, 69 cents to the dollar, as compared to fathers; and

**WHEREAS,** Based on today’s wage gap, California women lose \$407,760 over the course of a 40-year career; and

**WHEREAS,** The pay gap for California is widest for women ages 55-64, indicating that the pay gap follows women into retirement; and

**WHEREAS,** The Commission on the Status of Women and Girls reports that there is a gender gap in 97% of occupations; and

**WHEREAS,** By tackling unequal pay, an employer can increase efficiency and productivity by attracting a larger pool of applicants; and

**WHEREAS,** The disparity in earning has a significant impact on the economic security and welfare of working women and their families; now, therefore, be it

**RESOLVED,** That the Los Rios Community College District supports the California Community Colleges Women’s Caucus’ advocacy for the elimination of any wage gap based on gender, and supports the statewide #EqualPayCA campaign; and be it further

**RESOLVED,** That the Los Rios Community College District joins the California Community Colleges Women’s Caucus in the #EqualPayCA pledge and commitment to advance the implementation of the California Fair Pay Act by:

- a) Conducting an annual analysis of gender pay across Los Rios colleges, centers and district office;
- b) Periodically reviewing hiring and promotion processes to reduce the possibility of implicit bias and barriers;
- c) Sharing information about the California Fair Pay Act with employees;
- d) Identifying and promoting best practices that will help close the pay gap; Including clear processes against retaliation.

**PASSED AND ADOPTED** at a regular meeting of the Board of Trustees of the Los Rios Community College District held on March 17, 2021, by the following called vote:

AYES	NOES	ABSENT
------	------	--------

*Attest:*

\_\_\_\_\_  
Deborah Ortiz, Board President

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



# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Resolution No. 2021-05: Surplus of Property at Tribute Road	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>U. Rodriguez</i> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	<i>Brian King</i> Brian King, Chancellor	ACTION	X
		INFORMATION	<input type="checkbox"/>

**BACKGROUND:**

In 2012, the District acquired approximately a building located at 1788 Tribute Road, Sacramento, CA 95815 (further identified as Sacramento County Assessor’s Parcel Number 277-0285-003) (Tribute Road property) as the potential site for the relocation of the Ethan Way Economic Development Programs. Since the purchase, programmatic changes, including the relocation of the Small Business Development Center, have made the Tribute Road property no longer suitable for its intended purpose.

**STATUS:**

As the Tribute Road Property is no longer necessary for Economic Development purposes and the District has no other need for that property, it is appropriate for the District to declare it surplus and attempt to sell it. At its March 6, 2021, meeting in closed session, the Board of Trustees gave direction to the Chancellor and designee concerning the minimum price and terms for the Tribute Road property. The first step in the multi-step process is to offer the property to public agencies and nonprofit corporations in compliance with Education Code section 81363.5 and Government Code section 54222. Following those offers and any negotiations, the District will proceed with the further steps necessary for the sale of the Tribute Road Property, including providing formal notice of its intention to sell the property in an open and public process pursuant to the Education Code.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution No 2021-05 authorizing the Chancellor or designee to commence the process for the offering of the Tribute Road Property to the entities listed in Education Code section 81363.5 and Government Code section 54222 and engage in negotiations as appropriate.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

2021-05

### DECLARING 1788 TRIBUTE ROAD PROPERTY, SACRAMENTO COUNTY ASSESSOR PARCEL NUMBER 277-0285-003 AS SURPLUS

**WHEREAS**, the Los Rios Community College District (District) is the owner of approximately 1.12 acres of real property located within the District more particularly described as 1788 Tribute Road, Sacramento, CA 95815 (Tribute Road Property) for use in the Economic Development Programs of the District and identified as Sacramento County Assessor's Parcel Number 277-0285-003;

**WHEREAS**, since the purchase of this property, programmatic changes, including the relocation of the Small Business Development Center, make the Tribute Road Property no longer suitable for its intended purpose;

**WHEREAS**, the Tribute Road Property is not and will not be needed by the District for school classroom buildings;

**WHEREAS**, the District desires to sell its interest in the Tribute Road Property;

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

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

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

1. That all the recitals above are true and correct;
2. That the Board hereby declares the Tribute Road Property as surplus because it is not now, nor will it be, needed by the District for classroom purposes;
3. That the Board hereby declares its intention to sell the Tribute Road Property;
4. That the Chancellor or Designee is hereby authorized and directed to send written offers and to post and publish public offers as required by Education Code section 81363.5 and Government Code section 54222;

5. In the event public agencies listed in Education Code section 81363.5 and Government Code section 54222 express an interest in the Tribute Road Property, the Board directs the Chancellor, or designee, to engage in good faith negotiations to attempt to arrive at a mutually satisfactory price and terms for the sale of the property;
  
6. In the event no public agencies listed in Education Code section 81363.5 and Government Code section 54222 express an interest, or any entity that does express an interest is not able to come to mutually satisfactory price and terms with the District, the Board authorizes the Chancellor or designee, to commence the next steps of the public process for the sale of the Tribute Road Parcel under Education Code section 81360 and following.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No 2021-05 this 17<sup>th</sup> Day of March, 2021, by the following called vote:

AYES	NOES	ABSENT
------	------	--------

*Attest:*

\_\_\_\_\_  
Deborah Ortiz, Board President

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Contract Award: Cosumnes River College Site Paving Project	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor	ACTION	X
		INFORMATION	

**BACKGROUND:**

The Cosumnes River College Site Paving project is for the construction of site development at the north east corner of the campus, including grading, asphalt paving, decomposed granite paving, fencing/gates, creation of a new path of travel to existing building, and utility infrastructure. This project develops the site for the potential Tiny House Display project supported by the Strong Workforce program.

**STATUS:**

The plans and specifications for Bid E21000 were publicly advertised for bids. Bidders were asked to provide a total bid amount. A total of 3 responsive bids were received.

Contractor Name	Base Bid	Alternate 1	Alternate 2	Total Bid
Martin General Engineering, Inc **	\$572,550.00	\$10,600.00	\$20,900.00	\$604,050.00
Western Engineering Contractors, Inc.	\$592,450.00	\$10,000.00	\$19,000.00	\$621,450.00
B&M Builders, Inc. **	\$612,144.00	\$12,000.00	\$23,305.00	\$647,449.00
Abide Builders, Inc.	\$615,000.00	\$12,500.00	\$20,500.00	\$648,000.00
BRCO Constructors, Inc.	\$618,000.00	\$12,500.00	\$23,000.00	\$653,500.00
Martin Brothers Construction **	\$718,517.00	\$11,505.00	\$20,805.00	\$750,827.00
Baldoni Construction Service, Inc. **	\$789,700.00	\$10,900.00	\$21,400.00	\$822,000.00

\*\* non-responsive: not signed appropriately / no digital signature

**RECOMMENDATION:**

It is recommended the Board of Trustees award the contract for Bid E21000 to Western Engineering Contractors Inc. for total award for base bid \$592,450.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Contract Award: American River College Tennis Court Rehabilitation Rebid	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item E	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor	ACTION	X
		INFORMATION	

**BACKGROUND:**

The American River College Tennis Court Rehabilitation project will correct latent defects resulting from subsurface construction errors on the original project. The scope of work includes subsurface soil stabilization and a reconstruction of the tennis surface and supporting elements such as nets, drinking fountains interior and exterior fencing. Wood Rodgers was hired to develop a plan that takes into account several studies and subsurface investigations of the existing courts. The solution will apply several engineering solutions to address existing issues.

**STATUS:**

The plans and specifications for Bid 19024R were publicly advertised for bids. Bidders were asked to provide a total bid amount. A total of 5 responsive bids were received.

Contractor Name	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total Bid
A.M. Stephens Construction Co., Inc.	\$1,130,792.00	\$69,398.00	\$85,435.00	\$4,510.00	\$1,290,135.00
Western Engineering Contractors, Inc	\$1,327,600.00	\$19,900.00	\$26,200.00	\$4,500.00	\$1,378,200.00
BRCO Constructors, Inc.	\$1,158,000.00	\$115,000.00	\$135,000.00	\$6,000.00	\$1,414,000.00
Sierra Valley Construction	\$1,229,432.34	\$134,982.00	\$149,826.00	\$5,842.00	\$1,520,082.34
Biondi Paving, Inc.	\$1,238,000.00	\$216,000.00	\$92,000.00	\$4,000.00	\$1,550,000.00
Martin General Engineering, Inc. *	\$1,188,500.00	\$227,500.00	\$378,000.00	\$4,500.00	\$1,798,500.00
Soracco Inc. *	\$1,435,870.00	\$1,487,236.33	\$1,498,812.81	\$85,000.00	\$4,506,919.14
* nonresponsive - no digital signature or signature not acceptable					

**RECOMMENDATION:**

It is recommended the Board of Trustees award the contract for Bid 19024R to A.M. Stephens Construction Co., Inc. for base bid \$1,130,792 and 3 alternates, with a total award of \$1,290,135.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	College and Career Access Pathways (CCAP) Memorandum of Understanding: Westlake Charter School	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item F	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>Melanie Dixon</i> Melanie Dixon President, American River College	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	X
		INFORMATION	

**BACKGROUND:**

With the passage of Assembly Bill 288, California community college districts are authorized to enter into College and Career Access Pathways Partnerships 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 approved by the governing boards of both the community college district and the high school district.

**STATUS:**

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Westlake Charter School. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college. Beginning Fall 2022, classes will be offered to High School students Westlake Charter School. At the completion of these classes, students will earn credit toward multiple degree or certificate programs within the ARC catalog.

**RECOMMENDATION:**

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING DUAL ENROLLMENT  
BETWEEN THE LOS RIOS COMMUNITY COLLEGE WCS  
AMERICAN RIVER COLLEGE  
AND THE  
WESTLAKE CHARTER SCHOOL**

This Memorandum of Understanding ("MOU") is between the Los Rios Community College WCS and its respective colleges ("LRCCD"), and Westlake Charter School ("WCS"). For identification purposes only this MOU is date January 14, 2021. Collectively LRCCD and WCS shall be referred to as (" the Parties.")

**RECITALS**

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

**WHEREAS**, WCS is an approved Charter School operating through 12th Grade located in the County of Sacramento;

**WHEREAS**, the Parties desire to enter into a College and Career Access Pathways ("CCAP") Partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288;

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

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

**WHEREAS**, the Parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship in regard to the CCAP program;

**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;

**WHEREAS**, this pilot dual enrollment agreement has been approved by the Board of WCS on January 14, 2021 and the Board of LRCCD on March 17, 2021;

**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 and continue in effect until June 30, 2023, with an annual renewal through 2021, unless duly modified or terminated by the Parties.
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 of this MOU. Termination will be effective no sooner than 15 calendar days after a written demand to comply or cure is provided and the party fails to comply or 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 party at least 45 days' prior to the end of a semester of its intent to terminate the Agreement. All classes currently in progress shall continue until the completion of the semester. 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 CCAP Terms.**
  - A. The total number of high school students to be served pursuant to this MOU will be 60. (*Ed. Code § 76004(c)(1).*)



- B. The total number of full time equivalent students projected to be claimed by LRCCD for apportionment under this MOU will be 12.34 FTES. *(Ed. Code § 76004(c)(1).)*
- C. The criteria to assess the ability of pupils to benefit from those courses is as follows:  
School Principal recommendation, School Counselor recommendation, demonstrated maturity, and American River College Faculty recommendation.  
*(Ed. Code § 76004(c)(1).)*
- D. The point of contact for LRCCD is Vice Chancellor Jamey Nye and the American River College President, Melanie Dixon. The point of contact for WCS is Emily Battin, Principal. *(Ed. Code § 76004(c)(2).)*
- E. WCS 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.*(Ed. Code § 76004(m)(2).)* Copies of documents provided to the county office of education shall be provided to the WCS and LRCCD.
- F. All sharing of information between LRCCD and the WCS shall be in compliance with federal and state laws, including the Federal Educational Rights and Privacy Act ("FERPA") and the California Education Code. Where exceptions to those laws allow LRCCD and the WCS to share information without the consent of the students and/or parents/legal guardian(s), LRCCD and the WCS 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. *(Ed. Code § 76004(c)(1).)* Parent(s)/legal guardians shall have access to WCS-related student education records. For purposes of this MOU, LRCCD and WCS shall not utilize Joint Use Facilities. Instruction shall occur on the campuses of either the WCS or LRCCD. *(Ed. Code § 76004(c)(1).)*
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college courses offered by the LRCCD pursuant to this MOU. The consent form shall be submitted to and be maintained by LRCCD. A copy of the consent form shall be retained by the WCS. 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, unless required by federal or state law.

6. **Required CCAP Partnership Certifications.**

- A. The Board of Trustees of LRCCD and WCS will pass a resolution approving this MOU as required under Education Code section 76004. The resolution shall be in the form provided in Exhibit A to this MOU.
- B. All college course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a course on a WCS campus has not been convicted of any sex offenses as defined in Education Code section 86010 or any controlled substance offense as defined by Education Code section 87011. (*Ed. Code § 76004(h).*)
- D. LRCCD faculty teaching a course at a WCS campus will not displace or result in the termination of an existing WCS teacher teaching the same course on that WCS campus. (*Ed. Code § 76004(i).*)
- E. A qualified WCS teacher teaching a course offered for college credit at a WCS high school campus will not displace or result in the termination of an existing LRCCD faculty member teaching the same course on a partnering LRCCD campus. (*Ed. Code § 76004(j).*)
- F. Community college courses offered for college credit at the WCS campus will not reduce access to the same courses offered at the LRCCD campus. (*Ed. Code § 76004(k)(1)*)
- G. Any LRCCD community college course that is oversubscribed or has a waiting list at LRCCD will not be offered pursuant to this MOU. (*Ed. Code § 76004(k)(2).*)
- H. Participation in the CCAP partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4. (*Ed. Code § 76004(k)(3).*)
- I. High school students participating in the CCAP partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges. (*Ed. Code § 76004(k)(3).*)
- J. Both LRCCD and WCS will comply with local bargaining requirements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an AB 288 CCAP Partnership Agreement courses offered for high school credit. (*Ed. Code § 76004(l).*)
- K. Any remedial course taught by LRCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of the community college WCS pursuant to CCR, Title 5 Section 58058(b)) at a WCS high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both based on an interim assessment in grade 10 or 11, as determined by the WCS, and that the delivery of these remedial

courses shall involve a collaborative effort between the WCS high school and LRCCD faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation. (Ed. Code § 76004(n).)

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:

Responsibilities of the Parties

- A. LRCCD and WCS policies and procedures apply. LRCCD in collaboration with the WCS 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 WCS.
- B. Enrollment Period. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations. The WCS's calendar shall also be considered for purposes of the enrollment period.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations or as mutually agreed upon by the Parties. All students will be under the immediate supervision of an employee of LRCCD. For purposes of this paragraph all WCS employees who are teaching the courses shall be deemed to be employees of LRCCD. For courses conducted on WCS campuses, the WCS shall be responsible for all ADA and Individual Education Plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD and the WCS guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also WCS personnel.

- G. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.
- H. Facilities. The Parties will provide adequate classroom space at their facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to either party or students. The Parties agrees to clean, maintain, and safeguard their premises. The Parties warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- I. Equipment. WCS and/or the Parties will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all WCS students. It is understood that whichever Party supplies any equipment and materials such equipment and materials shall be the sole property of the Party. The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. The Parties understands that no equipment or materials fee may be charged to WCS students enrolled in classes pursuant to this MOU.
- J. CCAP Enrollment. Enrollment shall be open to any WCS pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

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

In coordination with the WCS, 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. WCS will assist LRCCD, as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

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

fees (i.e Universal Transit Fee, Student Representation Fee, Health Center Fee, etc.), as long as permissible under state and federal law.

- L. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD, copies of said documents shall also be maintained by the WCS.
  - M. Ancillary Support Services for Students. Both LRCCD and WCS shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
8. **Liaison.** At no cost to the WCS, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and WCS. LRCCD will provide WCS 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. WCS to Provide Support Services. Unless otherwise provided for in a related CA, WCS will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
  - B. WCS is Responsible for its Own Personnel. WCS'S personnel will perform these services on duty time. WCS personnel performing these services will be employees solely of WCS, subject to the authority of WCS, 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. Selection and Employment of Faculty. With the input of the WCS, LRCCD will select faculty pursuant to its own policies, regulations and the law. WCS 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 WCS, specifically with regard to their duties as WCS 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. WCS certificated staff shall be subject to the Collective Bargaining Agreement

between the WCS and the Twin Rivers Unified Educators 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. Course instruction must also comply with WCS policies and regulations.
- 12. **Facilities.** The Parties contemplate that primarily, the facilities of the WCS 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 the mutual MOU by the Parties as expressed in a related CA. The Parties agree to defend, hold harmless, and indemnify each other and their respective 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 Parties' 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.** WCS shall be the "primary employer" for all its personnel who perform services as support staff. WCS shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective WCS personnel made in connection with performing services and receiving instruction under this MOU or any related CA. WCS 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 WCS personnel connected with providing services under this MOU or any related CA.

WCS is not responsible for non-WCS personnel who may serve as faculty or students who are not affiliated with the WCS. These provisions may not be voided, modified nor waived by a related CA.

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

**14. Reporting Requirements.** Annually, LRCCD and WCS 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 WCS participants.

**16. Indemnification.**

- A. WCS 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 WCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- B. LRCCD shall defend, hold harmless, and indemnify WCS, 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. WCS 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 WCS, 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 WCS or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

**17. 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 liability coverage 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 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.
18. **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, gender, sexual orientation, sexual identity, religion, age (over forty), national origin, ancestry, disability, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
19. **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.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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. WCS 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. WCS 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.
28. LRCCD 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. LRCCD

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.

29. **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.
30. **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:  
**WESTLAKE CHARTER SCHOOL**

BY: \_\_\_\_\_  
Jamey Nye, Ph.D.  
Vice Chancellor  
1919 Spanos Court  
Sacramento, CA 95825  
(916) 568-3031

By: \_\_\_\_\_  
John Eick  
Executive Director  
2680 Mabry Drive  
Sacramento, CA 95835  
(916) 567-5760

## **COURSE AGREEMENT**

This course agreement is entered into between the Los Rios Community College District / American River College (“LRCCD”) and Westlake Charter School (“SCHOOL”) regarding dual enrollment courses to be taught at SCHOOL.

1. The memorandum of understanding (“MOU”) entered into by LRCCD and SCHOOL is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.

2. The name(s) of the course(s) to be taught are:

### Fall 2022

- HCD 310 - College Success

### Spring 2023

- SJS 300 - Introduction to Social Justice Studies

### Fall 2023

- HCD 310 - College Success
- SOC 320 - Minorities in America

### Spring 2024

- SJS 300 - Introduction to Social Justice Studies
- HCD 382 - Learning Strategies for College & Life

### Fall 2024

- HCD 310 - College Success
- SOC 320 - Minorities in America

### Spring 2025

- SJS 300 - Introduction to Social Justice Studies
- SOC 300 - Introductory Sociology

3. The name(s) of the Faculty for the course(s) are: TBD

4. Classroom instruction for the course(s) shall commence on or about the date of August 10, 2022 and shall continue until the conclusion of the courses on or about June 7, 2025.
5. The approved curriculum and course outlines applicable to these courses are incorporated herein as Attachment A to this agreement. (ARC will attach)
6. Westlake Charter School students may be added to a section from any course listed above in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess a MOU and agreement through LRCCD AND pending availability of an open seat.

LOS RIOS COMMUNITY  
COLLEGE DISTRICT  
By: Jamey Nye  
Deputy Chancellor

Date: February 10, 2021

WESTLAKE CHARTER  
SCHOOL  
By: John Eick  
Executive Director

Date: January 14, 2021

**Course Outline**  
**American River College**  
**Los Rios Community College District**

---

**Section 1: Curriculum Cycle Information**

<b>Course:</b>	HCD 310: College Success
<b>Outline Status:</b>	Catalog
<b>Last Full Review:</b>	Nov 03, 2017
<b>Last Curriculum Action:</b>	Sep 05, 2019
<b>Catalog Addendum Date:</b>	Jan 01, 2020
<b>Official:</b>	Yes
<b>Explanation:</b>	AUTOMATED UPDATE PROCESS: In response to a course deletion, or header change in one of prerequisites, corequisites, or advisories to this course, the Socrates Curriculum Management System automatically archived the previous version of this course and catalogued this outline as the current official version.

---

**Section 2: Basic Course Information**

<b>Identifier:</b>	HCD 310
<b>Title:</b>	College Success
<b>Units:</b>	3.00
<b>Prerequisite:</b>	None.
<b>Advisory:</b>	Eligible for ENGRD 310 or ENGRD 312 AND ENGWR 300; OR ESLR 340 AND ESLW 340.
<b>Hours:</b>	54 hours lecture, 108 hours out-of-class work, for a total of 162 student learning hours.
<b>Description:</b>	This course covers the skills and knowledge necessary for college success, as well as personal issues that are commonly encountered by many college students. Topics include motivation, self-discipline, learning styles, memory development, time management, communication skills, goal-setting, career planning, study skills and techniques, and critical thinking skills. Campus resources, college regulations, and information competency are also addressed. This course is highly recommended for first time college students and/or continuing college students who would benefit. Field trips may be required.

---

**Section 3: Learning Outcomes and Objectives**

*Upon completion of this course, the student will be able to:*

- assess student success strategies and identify techniques and campus resources to build effective learning skills in areas such as: textbook reading, note taking, memory skills, exam preparation, and exam taking.
  - distinguish among different learning styles (i.e. auditory, visual, kinesthetic, and/or read/write) in identifying personal learning preference(s).
  - locate and identify campus programs and support services.
  - incorporate campus rules and requirements for degree and transfer planning.
  - analyze and choose effective communication skills that apply to the academic, career, and/or personal life issues.
  - demonstrate measurable goal-setting and decision-making skills.
  - recognize the various elements of diversity on our campus.
  - demonstrate problem-solving and critical-thinking skills.
  - demonstrate personal wellness skills such as stress reduction and health maintenance.
  - discriminate between effective and non-effective goal and life planning skills.
  - formulate and implement appropriate interpersonal skills and conflict resolution strategies.
  - appraise and select the most appropriate modes of instruction for personal learning success.
- 

**Section 4: Course Topics**

*The topics for this course are typically allocated as follows:*

**Lec Topic**

- 2 Instructor and course introduction, student introductions.

- 4 Campus services and resources such as the Learning Resource Center, Career Center, Transfer Center, Library Orientation, Disabled Students Programs and Service.
- 4 Self-assessment: personality/learning styles assessment and its application in academic and personal life.
- 3 Self-awareness development, multiple intelligences, and appropriate study strategies to maximize learning.
- 3 Values clarification, decision making, goal setting, and development of an action plan.
- 4 American River College regulations, degree requirements, comparison of CSU, UC, and private university systems and their transfer requirements.
- 3.5 Time management skills: priority setting, balancing ones own life.
  - 3 Critical thinking, creative thinking, brainstorming, and group problem solving.
- 3.5 Introductions to the textbook reading process and resources available to build skills such as LRC and various reading courses.
  - 3 Listening skills, memory techniques.
  - 3 Note taking, research skills.
- 3.5 Effective writing skills, ARC writing curriculum, Writing Center orientation.
  - 3 Exam preparation, test-taking skills, test anxiety management.
  - 3 Oral communication skills, assertiveness training, role playing, and conflict resolution exercises.
  - 3 Diversity in society; appreciating our differences.
- 3.5 Personal wellness, stress reduction, nutrition.
  - 2 Career and Interest Inventories/Assessments.

#### 54 Total Hours

### Section 5: Methods of Instruction

Lectures, group activities, team building exercises, role playing, media presentations, and field trips.

### Section 6: Typical Student Assignments

Example # 1:

Complete a report that outlines how personal health and wellness practices are beneficial to your own personal ability to be successful in college.

Example # 2:

Keep a monthly day planner that will allow you to visually monitor your ability to manage time, plan for upcoming assignments, tests and/or projects and adjust your priorities as appropriate.

### Section 7: Evaluation and Assessment Methods

Written assignments, quizzes, exams, discussions, participation, group assignments, presentations, personal portfolios, and activity journals.

### Section 8: Distance Education

**Percentage:** Up to 100% of this course may be offered via distance education.

The distance education portion of this course shall include regular substantive and effective faculty-initiated contact with students.

### Section 9: Emergency Closure Distance Education

During a college/facility emergency closure, this course may be offered via distance education. When taught online during a college/facility emergency closure, the course shall include regular and effective contact as required by Title 5 and adhere to the Americans with Disabilities Act (ADA) and section 508 of the Rehabilitation Act. Course outcomes will be met by providing synchronous or asynchronous instruction using the learning management system. Assessments, assignments, and projects may be collected and evaluated via the learning management system.

In order to offer this course via distance education outside of a college/facilities emergency closure, regular distance education curriculum approval must be granted separately from this college/facility emergency closure addendum.

Approved: Jan 01, 2021

## Section 10: Representative List of Textbooks

- Downing, S. (2017). *On Course* (8th ed.). Houghton Mifflin Company. [ISBN: 9781305397477]
- Mollan-Masters, R. (2009). *You Are Smarter Than You Think* (3rd ed.). Reality Productions. [ISBN: 978-0984112609]
- Ellis, D. (2018). *Becoming A Master Student* (16th ed.). Houghton Mifflin Company. [ISBN: 9781337579858]
- Carter, C., and Lyman-Kravits, S. (2017). *Keys to Success* (8th ed.). Prentice Hall. [ISBN: 978-0321929242]
- Ferrett, S. (2018). *Peak Performance* (10th ed.). McGraw Hill. [ISBN: 9781259702761]

**Supplementary Requirements:** American River College Catalog (Current Year)

---

## Section 11: Additional Course Information

<b>Faculty Discipline(s):</b>	Counseling
<b>Short Title for Transcripts:</b>	College Success
<b>Type of Grading:</b>	Letter Grade
<b>Times Taken for Credit:</b>	This course may be taken 1 time for credit.
<b>Enrollment Family:</b>	Not Part of a Family
<b>Cross-listed Courses:</b>	None.
<b>Taxonomy of Programs (TOP) Code:</b>	4930.13 ( <i>Academic Guidance</i> )
<b>Student Accountability Model (SAM) Code:</b>	E ( <i>Non-occupational</i> )

---

## Section 12: Advisory Justification

**Advisory:** *Eligible for ENGRD 310 or ENGRD 312 AND ENGWR 300; OR ESLR 340 AND ESLW 340.*

**Justification:** "Eligible for ENGRD 310 or ENGRD 312 AND ENGWR 300; OR ESLR 340 AND ESLW 340."

*Other Justification:*

*ENGRD 116: Preparation for Academic Study*

*ENGWR 101: College Writing*

The following ENGWR 101 advisory skills are recommended in order to be successful in the course:

- analyze issues and ideas raised in a variety of texts
- evaluate source credibility
- distinguish among fact, inference and opinion
- respond to issues raised in texts
- compose essays with clear controlling ideas
- format documents properly

*ESLR 320: Advanced-Low Reading*

The following ESLR 320 advisory skills are recommended in order to be successful in the course:

- examine long, complex reading passages.
- appraise and critique reading passages for bias.
- make inferences.
- apply basic research steps.

*ESLW 320: Advanced-Low Writing*

The following ESLW 320 advisory skills are recommended in order to be successful in the course:

- compose clear, well-developed, and soundly structured essays on academic topics.
- evaluate a variety of reading selections by critically analyzing, critiquing, and responding to readings both in-class and out of class.
- demonstrate near-mastery of English writing style, grammar, vocabulary, and mechanics by revising, editing, and proofreading writing effectively.



- analyze sentence, paragraph, and essay structure and apply these concepts to writing.

---

### Section 13: Relationship to College Programs

**Need/Purpose for the Course:** This course offers students the information and skills needed to succeed in college.

**Associate Degree GE Pattern:** III(b). Life Development Skills (*Approved: Jun 01, 2003*)

**Degrees and Certificates:** Emergency and Episodic Care (Certificate)

**Prerequisite To:** HCD 364

**Corequisite To:** None.

**Advisory To:** None.

**Embedded In Descriptions:**

---

### Section 14: Relationship to Transfer Institutions

**Transfer:** CSU *Approved: Jun 01, 2003*

**Transfer:** UC *Approved: Jun 01, 2003*

**CSU General Education:** Area E1: Lifelong Understanding and Self-Development (*Approved: Aug 01, 2008*)

---

### Section 15: Last Curriculum Action

**AUTOMATED UPDATE PROCESS:** In response to a course deletion, or header change in one of prerequisites, corequisites, or advisories to this course, the Socrates Curriculum Management System automatically archived the previous version of this course and catalogued this outline as the current official version.

**Course Outline****American River College****Los Rios Community College District**

---

**Section 1: Curriculum Cycle Information**

<b>Course:</b>	SJS 300: Introduction to Social Justice Studies
<b>Outline Status:</b>	Catalog
<b>Last Full Review:</b>	Sep 12, 2019
<b>Last Curriculum Action:</b>	Sep 22, 2019
<b>Catalog Date:</b>	Jun 01, 2020
<b>Official:</b>	Yes

---

**Section 2: Basic Course Information**

<b>Identifier:</b>	SJS 300
<b>Title:</b>	Introduction to Social Justice Studies
<b>Units:</b>	3.00
<b>Prerequisite:</b>	None.
<b>Hours:</b>	54 hours lecture, 108 hours out-of-class work, for a total of 162 student learning hours.
<b>Description:</b>	This interdisciplinary course introduces students to the theoretical and practical foundations of social justice and the social processes that create and resist oppression. It covers the sociology, history, and psychology of oppressions based upon race, ethnicity, class, gender, sexuality, and other group identities in the United States and the corresponding social justice movements for liberation. It investigates how creating and undoing asymmetrical power relations are linked to social structures, institutional processes, and culture. Additionally, it provides a basis for a better understanding of socioeconomic, political, and cultural conditions of key social groups in the United States. Topics include theoretical foundations of social justice and oppression, history and politics of group identity, culture and ideologies, forms of oppression, privilege, and forms of resistance. Field trips may be required.

---

**Section 3: Learning Outcomes and Objectives**

*Upon completion of this course, the student will be able to:*

- define the foundational theories within social justice studies.
  - differentiate between oppression and other forms of mistreatment.
  - explain power asymmetry as it is linked to social structure and institutional processes.
  - analyze theories on how identity is created for groups in a society via power, economic, political, and cultural structures.
  - summarize the modern histories and experiences of groups oppressed because of race, ethnicity, class, gender, and sexuality in the United States.
  - compile contributions of oppressed groups to the development of American society.
  - assess the complex intersections and relationships within and across race, ethnicity, socioeconomic class, gender, sexual orientation, and other identities.
  - identify and analyze the role of culture in oppression and in empowerment, including art, film, literature, or music reflecting different groups.
  - understand theories on how and why groups resist.
  - identify struggles for social justice, liberation, and decolonization.
  - apply how privilege and oppression operate in the major institutions of the United States, including education, health care, the economy, and the criminal justice system.
- 

**Section 4: Course Topics**

*The topics for this course are typically allocated as follows:*

**Lec Topic**

- 6 Theoretical foundations of social justice.
- 3 Privilege and intersectionality.
- 6 Racism and Oppression. History and culture of racial and ethnic groups in the United States. Forms of resistance to oppression.
- 6 Sexism, Heterosexism, Transgender People and Non-Binary People Oppression. History and culture of gender, heterosexism, transgender people and non-binary people in the United States. Forms of resistance to oppression.

- 6 Classism and Oppression. History and culture of classism in the United States. Forms of resistance to oppression.
  - 6 Other forms of oppression in the United States.
  - 4 Culture as oppression and culture as resistance and empowerment.
  - 4 Theories of space, place, and power: immigration, indigeneity, diaspora, and colonization.
  - 6 Oppression and struggles for social justice in our social institutions. Laws, rights, economic differentials, healthcare, education, and the criminal justice system.
  - 3 Identity, Culture, Institutions and the complexity of oppression and liberation.
  - 4 Working towards social justice: Strategies for change.
- 

## 54 Total Hours

---

### Section 5: Methods of Instruction

Lectures, discussions, interactive learning activities, student reports, guest speakers, media presentations, and field trips.

---

### Section 6: Typical Student Assignments

Sample assignment #1:

In a 3-page essay, analyze the cultural construction of race in a contemporary popular film. How does this film's construction of race either support or deconstruct the dominant narrative of race for dominant and oppressed group identity and power? Use academic terms and definitions to set up your analysis. (Addresses SLO: identify and analyze the role of culture in oppression and in empowerment, including art, film, literature, or music reflecting different groups.)

Sample assignment #2:

Working in your assigned teams, select a social group who experiences a marginalized identity in the United States. Construct a timeline for that group that includes its initial contact into the United States, important events that create identity for the group (legal, political, economic, cultural), leaders and notable lives, and struggles for social justice, liberation, and decolonization. Each person in your team will turn in a 5-page paper on one aspect of their timeline and, together, the team will present a synthesized summary of their timeline.

(Addresses SLO: summarize the modern histories and experiences of groups oppressed because of race, ethnicity, class, gender, and sexuality in the United States.)

---

### Section 7: Evaluation and Assessment Methods

Application/written exercises, exams and quizzes, research reports, oral and written presentations, and team projects.

---

### Section 8: Distance Education

**Percentage:** Up to 100% of this course may be offered via distance education.

The distance education portion of this course shall include regular substantive and effective faculty-initiated contact with students.

---

### Section 9: Emergency Closure Distance Education

During a college/facility emergency closure, this course may be offered via distance education. When taught online during a college/facility emergency closure, the course shall include regular and effective contact as required by Title 5 and adhere to the Americans with Disabilities Act (ADA) and section 508 of the Rehabilitation Act. Course outcomes will be met by providing synchronous or asynchronous instruction using the learning management system. Assessments, assignments, and projects may be collected and evaluated via the learning management system.

In order to offer this course via distance education outside of a college/facilities emergency closure, regular distance education curriculum approval must be granted separately from this college/facility emergency closure addendum.

Approved: Jan 01, 2021

---

### Section 10: Representative List of Textbooks

- Johnson, A. G. (2018). *Privilege, Power, and Difference* (3rd ed.). McGraw Hill. [ISBN: 9781260152579]
- Sensoy, O. & DiAngelo, R. (2017). *Is Everyone Really Equal?: An Introduction to Key Concepts in Social Justice Education* (2nd ed.). Teachers College Press. [ISBN: 9780807758618]
- Rothenberg, P. (2016). *Race, Class, and Gender in the United States: An Integrated Study* (10th ed.). Macmillan Learning. [ISBN: 978-1-4641-7866-5]
- Ferguson, S. (2016). *Race, Gender, Sexuality and Social Class: Dimensions of Inequality & Identity* (2nd ed.). Sage. [ISBN: 9781483374956]
- Adams, M., Blumenfeld, W., Chase, D., Catalano, J., Dejong, K., Hackman, H., Hopkins, L., Love, B., Peters, M., Shlasko, D., & Zuniga, X. (2018).

*Readings for Diversity and Social Justice* (4th ed.). Routledge. [ISBN: 9781138055285]

- Takaki, R. (2008). *A Different Mirror: A History of Multicultural America revised edition*. Little, Brown, & Co. [ISBN: 978-0-316-83112-3]
- Barusch, A. (2017). *Social Justice in Human Perspective* (3rd ed.). Cengage. [ISBN: 978-1305943247]
- Goodwin, J. & Jasper, J. (2014). *The Social Movements Reader: Cases and Concepts* (3rd ed.). Wiley. [ISBN: 978-1118729793]

## Section 11: Additional Course Information

<b>Faculty Discipline(s):</b>	English, History, Law, Psychology, or Sociology
<b>Short Title for Transcripts:</b>	Intro/Social Justice Studies
<b>Type of Grading:</b>	Letter Grade
<b>Times Taken for Credit:</b>	This course may be taken 1 time for credit.
<b>Enrollment Family:</b>	Not Part of a Family
<b>Cross-listed Courses:</b>	None.
<b>Taxonomy of Programs (TOP) Code:</b>	2201.30 ( <i>Social Justice Studies: General</i> )
<b>Student Accountability Model (SAM) Code:</b>	E ( <i>Non-occupational</i> )

## Section 12: Relationship to College Programs

<b>Need/Purpose for the Course:</b>	This is the introductory course for our new AAT Social Justice Studies majors (SJS Race and Ethnicity and SLS Women, Gender, and LGBTQ Studies). There has been a strong focus for transferable majors that feed into CSU and UC majors and Social Justice is a strong interdisciplinary course within a major that can feed students into a number of majors. Introduction to Social Justice Studies is both an academic and practical course that will help students understand and navigate modern group relations. This course provides the cultural, historical, socio-economic, and sociological frame to understand the structural and the individual dynamics of asymmetrical power relations between groups and explores the complexities of intersectional identities.
<b>Associate Degree GE Pattern:</b>	V(b). Social and Behavioral Sciences - Other ( <i>Approved: Jun 01, 2019</i> )
<b>Ethnic/Multicultural Studies Requirement:</b>	<i>Approved: Jun 01, 2019</i>
<b>Degrees and Certificates:</b>	Gerontology: Advocacy and Social Policy (A.A. Degree); Gerontology: Advocacy and Social Policy (Certificate); Social Justice Studies: Race and Ethnicity (A.A. for Transfer (AA-T) Degree); Social Justice Studies: Women, Gender, and LGBTQ Studies (A.A. for Transfer (AA-T) Degree)
<b>Prerequisite To:</b>	None.
<b>Corequisite To:</b>	None.
<b>Advisory To:</b>	None.
<b>Embedded In Descriptions:</b>	

## Section 13: Course Identification (C-ID) Number

**C-ID:** SJS 110 (*Approved: Jun 01, 2019*) (Entered 6/1/2019 approval date to be consistent with ASSIST effective term for course.)

## Section 14: Relationship to Transfer Institutions

<b>Transfer:</b>	CSU <i>Approved: Jun 01, 2019</i> (Catalog effective date 1/1/2019; ASSIST effective date 06-01-2019)
<b>Transfer:</b>	UC <i>Approved: Aug 01, 2020</i>
<b>CSU General Education:</b>	Area D: Social Sciences ( <i>Approved: Aug 01, 2019</i> )
<b>IGETC:</b>	Area 4: Social and Behavioral Sciences ( <i>Submitted: </i> ) (Submit Dec 2020 for 2021-2022)

## Section 15: Digital Signatures

<b>Faculty Initiator:</b>	Pamela Chao
<b>Department/Subject:</b>	SJS

**Department Vote:**    *Yes:*    4  
                          *No:*       0  
                          *Abstain:* 0  
                          -----  
                          *Total:*   4

**Department Chair/  
Designated Contact:** Pamela Chao (**Signed:** May 17, 2019)

**Librarian:**

**Division Dean:**        "This addition has my support.

Steven Boyd Dean, BSS"  
--Steven Boyd (**Signed:** May 17, 2019)

**CRC Contact:**         Anastasia Panagakos (**Signed:** May 19, 2019)

**FLC Contact:**         Diane Carlson (**Unsigned**) *Requested: May 17, 2019*

**SCC Contact:**         Nicholas Miller (**Unsigned**) *Requested: May 17, 2019*

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: March 17, 2021

<b>SUBJECT:</b>	Financial Aid in Response to the Pandemic	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<div style="text-align: right; margin-bottom: 5px;"><i>upz</i></div> Mario Rodriguez, Vice Chancellor	CONSENT/ROUTINE	<input type="checkbox"/>
		FIRST READING	<input type="checkbox"/>
<b>APPROVED FOR CONSIDERATION:</b>	<div style="text-align: right; margin-bottom: 5px;"><i>Brian King</i></div> Brian King, Chancellor	ACTION	<input type="checkbox"/>
		INFORMATION	<input checked="" type="checkbox"/>

**BACKGROUND:**

In response to the public health pandemic and associated economic recession, the federal and state governments provided a series of financial aid opportunities for our students.

- The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was enacted in March 2020 and provided approximately \$14 billion was given to high education through the Higher Education Emergency Relief Fund (HEERF I).
- The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), was signed into law in December 2020 and provided approximately \$24 billion was given to high education through the Higher Education Emergency Relief Fund II (HEERF II).
- Currently, Congress is attempting to pass another stimulus that may include approximately \$40 billion to high education through the Higher Education Emergency Relief Fund III (HEERF III).
- The state Budget Act of 2020-21 provided \$11 million in local assistance funds, originally available for the California Dreamer Service Incentive Grant program, to be used to provide disaster relief emergency student financial aid to California community college students.
- The state provided “early action” on the 2021-22 budget to provide \$100 million to provide emergency financial assistance to low-income students.

**STATUS:**

District staff will provide an update on the District’s financial aid allocations in response to the pandemic including highlighting new programs, outreach to students, as well as enhancements to processes focused on improved service for our students during remote operations.

**RECOMMENDATION:**

This item is presented for the Board of Trustees information and discussion.