

# LOS RIOS COMMUNITY COLLEGE DISTRICT

## BOARD MEETING AGENDA

Wednesday, April 14, 2021

Special Study Session: 4:30pm

Regular Board Meeting: 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
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<b>2. ORAL COMMUNICATIONS</b>	
<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. SPECIAL STUDY SESSION</b>	
A. <a href="#">Trustee Fellowship Intersession Project (page 3)</a>	Brian King

<b>4. 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: March 5-6 and 17, 2021 (page 4)</a>	Brian King
B. <a href="#">Curriculum Proposals: ARC/CRC/FLC/SCC (page 17)</a>	Jamey Nye
C. <a href="#">American River College Commemorative Naming for the ARC STEM Innovation Center (page 40)</a>	Melanie Dixon
D. <a href="#">Resolution No. 2021-06 – 2021-08: Cooperative Purchasing Agreements (page 43)</a>	Mario Rodriguez
E. <a href="#">Ratify: Grants and Contracts Awarded (page 47)</a>	Brian King
F. <a href="#">Ratify: Affiliation and Other Agreements (page 48)</a>	Mario Rodriguez
G. <a href="#">Ratify: Bid Transactions (page 50)</a>	Mario Rodriguez
H. <a href="#">Purchase Orders, Warrants, Checks and Electronic Transfers (page 51)</a>	Mario Rodriguez
I. <a href="#">2021-22 Sabbaticals/Professional Development Leaves (page 53)</a>	Jamey Nye
J. <a href="#">Human Resources Transactions (page 60)</a>	Jamey Nye

<b>5. ACTION</b>	
A. 2021 CCCT Board Election (page 69)	Brian King
B. Resolution No. 2021-09: Condemning All Forms of Anti-Asian American Sentiment (page 71)	Brian King
C. Resolution No. 2021-10: Authorizing the Sale of General Obligation Bonds: Measure M, Series E (page 74)	Mario Rodriguez
D. Resolution No. 2021-11: 2021 Refunding General Obligation Bonds (Refinancing of Measure A, 2011 Refunding Bond) (page 109)	Mario Rodriguez
E. Contract Award: ARC Boiler Replacement Phase 2 (page 146)	Mario Rodriguez

<b>6. INFORMATION</b>	
A. Legislative Update (page 147)	Mario Rodriguez

**7. BOARD MEMBER REPORTS**

**8. FUTURE AGENDA ITEMS**

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



**10. ADJOURNMENT**

<b>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 ▪ Note: Meeting times and locations are subject to change. For current information, call the District Office at (916) 568-3039. Next Regular Board Meeting: May 12, 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: April 14, 2021

<b>SUBJECT:</b>	Trustee Fellowship Intersession Project	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Board Study Session Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Brian King, Chancellor	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King, Chancellor	ACTION	
		INFORMATION	X

**BACKGROUND/STATUS:**

For the past year, members of the Los Rios Board of Trustees have participated in the California Community Colleges Trustee Fellowship. As a part of the Fellowship, the Los Rios Board of Trustees has identified a review of Career Exploration Tools at the four Los Rios Colleges as a project to improve outcomes for students. The purpose of the Special Study Session is to: (1) Discuss the goal to align and improve access for all students, and particularly students of color, to an effective career exploration tool; (2) Discuss the strategy to achieve the goal; and (3) Outline the action steps to support the project and achieve the goal. The Board is committed to implementation of the project in the interest of our students.

**RECOMMENDATION:**

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Board Meeting Minutes: March 5-6 and 17, 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 meetings held on March 5-6 and 17, 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 March 5-6 and 17, 2021.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Retreat**

Friday, March 5, 2021 - 5:30 pm  
Saturday, March 6, 2021 - 9:00 am

*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.*

**FRIDAY, March 6, 2021**

**1. CALL TO ORDER**

President Ortiz called the board retreat to order at 5:30 p.m.

***Present (Friday and Saturday):***

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

Toni Schiffmaier, Student Trustee

Brian King, Chancellor

**2. ORAL COMMUNICATIONS**

There were no oral communications.

**3. CLOSED SESSION**

The following board members went into closed session at 5:32 pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Nelson, Ms. Ortiz, and Ms. Wilkerson to consider the matters below:

- A. Conference With Real Property Negotiators (Government Code Section 54956.8)  
Property: Sacramento County APN: 277-0285-003-0000  
District Negotiators: Brian King, Mario Rodriguez  
Under Negotiation: Price and Terms
- B. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
- C. Public Employee Performance Evaluation: Chancellor (Government Code section 54957)

The Board of Trustees returned to Open Session at 7:25pm.

#### **4. FUTURE DIRECTIONS DISCUSSION**

The Board of Trustees received information on and discussed the agenda items below:

- A. State Budget and Los Rios Enrollment Update
- B. Board Requested Information Items and Future Agenda Items
- C. Board Self Evaluation

#### **ADJOURNMENT**

President Ortiz adjourned the meeting at 7:35 p.m. until Saturday, March 6, 2021 at 9:00 a.m.

#### **SATURDAY, March 6, 2021**

President Ortiz called the meeting to order at 9:00 a.m.

#### **5. UPDATE AND DISCUSSION OF DISTRICT INITIATIVES:**

The Board of Trustees received information on and discussed the agenda items below:

- A. Reopening Planning Update
- B. Enrollment and Course Success
- C. Recruitment and Hiring Update
- D. Philanthropy Update
- E. Building and Bond Program Update

#### **6. ADJOURNMENT**

President Ortiz adjourned the meeting at 11:30 a.m.

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Brian King  
Chancellor and Secretary to the Board of Trustees

*Draft Minutes presented to the Board of Trustees: April 14, 2021*

**LOS RIOS COMMUNITY COLLEGE DISTRICT**  
**Board Meeting Minutes**  
**Wednesday, March 17, 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  
Mr. John Knight  
Mr. Dustin Johnson  
Mr. Robert Jones  
Ms. Pamela Haynes  
Ms. Kelly Wilkerson

Toni Schiffmaier, Student Trustee

Dr. Brian King, Chancellor

## **2. ORAL COMMUNICATIONS**

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

1. AnnMarie Cisneros, ARC faculty member
2. Sara Smith, ARC faculty member
3. Sarah Lehmann, ARC faculty member

The following individuals addressed the Board of Trustees regarding the District's reopening planning and the Fall 2021 schedule.

1. Anthony Barcellos, ARC faculty member
2. Antonio López, SCC Librarian
3. Alan Keys, SCC faculty member
4. Craig Davis, SCC faculty member

### 3. CONSENT CONSIDERATIONS

*A motion was made by Trustee Haynes, seconded by Trustee Nelson, 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: February 10, 2021*

*That the Board of Trustees approve the minutes of the meetings held on February 10, 2021.*

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

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

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

*That the Board of Trustees approve the proposed revisions to the policies in the March board agenda packet.*

D. *Statement of Legislative Principles*

*That the Board of Trustees approve the Statement of Legislative Principles.*

E. *Agreement: Natomas Center's Parking Lot*

*That the Board of Trustees ratify and/or approve the ground lease with the NUSD for the construction of a parking lot to serve the Natomas Center.*

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
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

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
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.

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
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

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	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	-	\$ -

J. Human Resources Transactions

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

**4. ACTION**

A. California Community Colleges Classified Employee of the Year

A motion was made by Trustee Johnson, seconded by Trustee Knight, 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.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

B. Resolution No. 2021-4: Equal Pay in the Los Rios Community College District

A motion was made by Trustee Haynes, seconded by Trustee Wilkerson, that the Board of Trustees adopt Resolution No. 2021-04 in support of equal pay in the Los Rios Community College District.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

C. Resolution No. 2021-05: Surplus of Property at Tribute Road

A motion was made by Trustee Knight, seconded by Trustee Johnson, 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.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

D. Contract Award: Cosumnes River College Site Paving Project

A motion was made by Trustee Haynes, seconded by Trustee Wilkerson, that the Board of Trustees award the contract for Bid E21000 to Western Engineering Contractors Inc. for total award for base bid \$592,450.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

E. Contract Award: American River College Tennis Court Rehabilitation Rebid

A motion was made by Trustee Nelson, seconded by Trustee Knight, that 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.

Roll Call Vote:

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

No: None

Absent: None

Student Advisory Vote: Aye

Motion carried; 7:0

F. College and Career Access Pathways (CCAP) Memorandum of Understanding: Westlake Charter School

Trustee Johnson recused himself from this agenda item to avoid a potential conflict of interest.

**Public Hearing:** President Ortiz declared a public hearing to receive comments on the College and Career Access Pathways (CCAP) Memorandum of Understanding: Westlake Charter School.

A motion was made by Trustee Jones, seconded by Trustee Haynes, that the Board of Trustees 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 further augmentations, amendments, renewals, extensions, or other modifications to the MOU.*

*Roll Call Vote:*

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

*No: None*

*Absent: Johnson (recused)*

*Student Advisory Vote: Aye*

*Motion carried; 6:0*

## **5. INFORMATION**

### *A. Financial Aid in Response to the Pandemic*

District staff provided 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.

## **6. BOARD MEMBER REPORTS**

Trustee Schiffmaier reported that students are now being included in the accreditation process.

Trustee Nelson met with LRCFT earlier today, and last week she attended the Asian Chamber dinner/awards installment. She took a moment to speak out about the hate and violence against Asian Americans.

Trustee Haynes recognized the presentation that Jake Knapp, Belinda Lum and Julie Oliver gave to the Board of Governors Diversity Equity and Inclusion (DEI) Committee. She also took a moment to recognize the Asian Pacific Islander community and wants to make certain that we are doing everything we need when we reopen our campuses to ensure they are safe and welcome.

Trustee Wilkerson acknowledged the hurt and fear that our Asian Pacific Islander students, staff and faculty are feeling after a year of intense anti-Asian harassment. Today she listened to the Los Rios Incarcerated Students Program panel discussion. She thanked the Chancellor and Cabinet for the recent pivot to expand our opening in the Fall safely.

Board President Ortiz echoed the sentiments expressed by other Trustees regarding the horrific reality of what has been happening over the last year with Anti-Asian bigotry and violence.

Trustee Johnson expressed his agreement with his colleagues about intolerance for Anti-Asian hate and violence.

## **7. FUTURE AGENDA ITEMS**

Trustee Haynes requested a report on what our enrollment looks by race and ethnicity as we begin to transition back.

Trustee Wilkerson provided a reminder of the pending request for a calendar of Board Information agenda items.

## 8. REPORTS AND COMMENTS

The following constituency representatives presented reports to the Board:

Spencer Slavazza, Student Senate President

Olga Prizhbilov, Folsom Lake College Classified Senate

Julie Oliver, President, Districtwide Academic Senate

Jason Newman, President, LRCFT

### Chancellor's Report:

ARC: ARC alum Valencia Scott was one of only 46 U.S. students to be granted the prestigious Marshall Scholarship. As a Marshall scholar, she'll be fully funded by the British Government to attend the University of Oxford to earn her MSc in Criminology and Criminal Justice before beginning the Dphil program in Criminology. Scott's research focuses on Black immigrant experiences of incarceration, exploring a range of issues from surveillance, detention/incarceration abuse, law enforcement, and barriers to legal access.

CRC: Cosumnes River College's Medical Assistant Program was ranked as 7th best among the 20 Top Accredited Medical Assistant Programs and Schools in California for the year 2021. Criteria was based on tuition fee affordability, number of courses, student-faculty ratio, last cohort's retention rates, financial aid, placement services, counseling services, and satisfied students.

FLC: In the midst of the pandemic, Folsom Lake College's Prison and Re-Entry Education Program (PREP) has continued its important work providing educational opportunities to incarcerated students by converting from in-person instruction to a correspondence education modality. PREP faculty and staff are commended for their significant efforts to print, fill, send, receive, grade, and process all the student packets each week to keep courses running on the inside for the 950 incarcerated students who are currently taking 17 courses across 10 disciplines. Every PREP student in a California Department of Corrections and Rehabilitation facility earns three weeks off their sentence for every three units successfully completed, at an estimated savings of \$4.4 million to taxpayers for courses and units taken this spring alone. Mari Peshon McGarry, the director of PREP, was also recently interviewed by the nationally published Community College Daily for an article on the expansion of the federal Pell grant program to include incarcerated students, "Expanding Educational Access to People in Prison."

SCC: Sacramento City College has been awarded a two-year grant from the American Association of Community Colleges Equity Transfer Initiative, with UC Davis as our university partner, to increase transfer rates among African American, Hispanic, and first-generation students. SCC and UC Davis are uniquely poised to provide a direct pipeline and partnership for transfer given the

longstanding relationship between the two institutions, which includes the Sacramento City College Davis Center on the UC Davis campus. On average, SCC has approximately 20,000 students enrolled during a normal Fall term. The student demographics reflect a diverse community with 33.1% of the students being Hispanic and 10% of the students being African American. Working in close partnership with UC Davis, SCC will provide overall leadership for planning and managing projected targets and outcomes. The \$27,500 grant will be used to create a path to successful transfer for African American, Hispanic, and first-generation students.

*Chancellor King announced the following retirements:*

Retirement			Years of Service
Peter Bowman	Grounds Supervisor	FM	11+
Denise Castaneda	English Professor	SCC	13+
Donald New	Interior Design Professor	ARC	15
Jacinth Thomas-Val	English Professor	SCC	20
Mark Rau	English as a Second Language Professor	ARC	21
Gabriel Meehan	Associate Vice President of Instruction, Economic & Workforce Development	SCC	21+
Atsuko Chursenoff	Senior Information Technology Specialist	DO	22+
Krista Hess	English as a Second Language Professor	ARC	23
Daniel Crump	Librarian	ARC	24+
Lisa Abraham	English Professor	CRC	27
Mark Stewart	Psychology Professor	ARC	29
Ralph Hughes	Music Professor	ARC	30
Joann Kleemann	Nursing Professor	ARC	33

## 9. ADJOURNMENT

President Ortiz adjourned the meeting at 7:50 pm.

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### **BRIAN KING**

Chancellor and Secretary to the Board of Trustees



*Draft minutes presented to the Board of Trustees: April 14, 2021*



# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PRESENTED TO BOARD OF TRUSTEES**

**DATE:** April 14, 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

Mar 26, 2021

### COURSE PROPOSALS

#### Course Deletions

##### *American River College*

1. **ANTH 372 Primatology Field Studies (2.00 units)**

**Justification:** Based on program review, the department has determined this course no longer meets the needs of our students.

2. **CISA 171 Introduction to Adobe Acrobat (1.00 unit)**

**Justification:** This course no longer meets the needs of our students. It was an elective in one program, so there will be no negative effects on any programs.

3. **CISN 118 Internet Protocol Subnetting (1.00 unit)**

**Justification:** Course material is being replaced by parts of CISN 119 and CISN 117 which contain more current information.

4. **CISP 362 Programming for Mobile Devices I (4.00 units)**

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

5. **CISP 363 Programming for Mobile Devices II (4.00 units)**

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

6. **CISW 360 Beginning Flash (3.00 units)**

**Justification:** Flash is no longer an industry standard, and has been deprecated in favor of HTML 5 and other animation software.

7. **ESLG 50 Intermediate-Mid Grammar (4.00 units)**

**Justification:** The ESL department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**8. ESLL 40 Intermediate-Low Listening and Speaking (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**9. ESLL 50 Intermediate-Mid Listening and Speaking (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**10. ESLR 30 Novice-High Reading (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**11. ESLR 40 Intermediate-Low Reading (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**12. ESLR 50 Intermediate-Mid Reading (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**13. ESLR 310 Intermediate-High Reading (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**14. ESLR 320 Advanced-Low Reading (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**15. ESLW 30 Novice-High Writing (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**16. ESLW 40 Intermediate-Low Writing (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**17. ESLW 50 Intermediate-Mid Writing (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**18. ESLW 310 Intermediate-High Writing (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**19. ESLW 320 Advanced-Low Writing (4.00 units)**

**Justification:** The ESL Department will no longer offer this course because we have designed a new course that meets AB705 guidelines.

**20. GERON 209 Strategies for Caregivers: Effectively Caring for the Elderly in the Community (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**21. GERON 210 Aging Experience in Asian Families (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**22. GERON 211 Aging Experience in Hispanic Families (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**23. GERON 212 Aging Experience in African-American Families (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**24. GERON 213 Aging Experience in Native American Families (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**25. GERON 271 Dementia: Behaviors and Activity (0.50 units)**

**Justification:** Based on program review, this course no longer meets the needs of our students.

**26. GERON 300 Sociology of Aging (3.00 units)**

**Justification:** This course has been replaced with GERON 303 Introduction to Social Gerontology: Aging in Contemporary Society within all the gerontology programs.

**27. GERON 1065 Movement Matters (0.50 units)**

**Justification:** Based on program review, the department has determined that this course no longer meets the needs of our students.

**28. MATH 336 College Algebra (5.00 units)**

**Justification:** The Math Department developed a new course, MATH 372 (4), for which we have recently added a support component, to replace MATH 336.

*Cosumnes River College*

**1. ANTH 498 Work Experience in Anthropology (1.00 - 4.00 units)**

**Justification:** Upon review of enrollment data, there has never been a student enrolled in ANTH 498 in the 42 semester/terms in which it has been offered. The ANTH department has used the ANTH 495 for students interning in their archaeology lab. There is no need/interest in having ANTH 498 available to our students.

**2. ASTR 498 Work Experience in Astronomy (1.00 - 4.00 units)**

**Justification:** Upon review of enrollment data, there has only been one student enrolled in ASTR 498 in the 42 semester/terms in which it has been offered. There is no need/interest in continuing to having ASTR 498 available to our students.

**3. BIOL 462 Genetics in Contemporary Human Society (3.00 units)**

**Justification:** Course is no longer offered, and will not be offered in the next 5 years. Additionally, the course has been replaced with BIOL 485/HONOR 385, and a student can take BIOL 485 in place of BIOL 462.

**4. CHEM 498 Work Experience in Chemistry (1.00 - 4.00 units)**

**Justification:** Upon review of enrollment data, there has never been a student enrolled in CHEM 498 in the 42 semester/terms in which it has been offered. There is no need/interest in continuing to having CHEM 498 available to our students.

**5. HIT 298 Work Experience in Health Information Technology (1.00 - 4.00 units)**

**Justification:** HIT 298 is no longer needed as HIT 170 is now the required directed practice course for the HIT degree. Having both courses (HIT 298 and HIT 170) listed in the catalog and class schedule causes confusion for students.

**6. MEDA 298 Work Experience in Medical Assisting (1.00 - 4.00 units)**

**Justification:** MEDA 298 is no longer needed as MEDA 140 is the required practicum course for the MEDA degree. Having both courses (MEDA 298 and MEDA 140) listed in the catalog and class schedule causes confusion for students.

**7. PHYS 498 Work Experience in Physics (1.00 - 4.00 units)**

**Justification:** Upon review of enrollment data, there has only been 3 students enrolled in PHYS 498 in the 42 semester/terms in which it has been offered. There is no need/interest in continuing to having PHYS 498 available to our students.

**8. POLS 380 Introduction to Research Design and Methodology (3.00 units)**

**Justification:** Course content has been included in POLS 382. POLS 380 did not articulate as anticipated, and POLS 382 will better meet the needs of our students and transfer institutions.

*Folsom Lake College*

**1. ECE 350 Introduction to Elementary Teaching with Field Experience (3.00 units)**

**Justification:** This course is being deleted from the early childhood education department as students who take the course are liberal studies majors for elementary education rather than early childhood education majors. ECE 350 is included in the AA -- Liberal Studies for Elementary Education but it is not in any ECE certificates or degrees.

**2. HIST 312 History of the United States (to 1865) (3.00 units)**

**Justification:** This course no longer meets the needs of students. It has been replaced by HIST 310, which aligns with C-ID.

*Sacramento City College*

**1. GEOL 302 Physical Geology (4.00 units)**

**Justification:** This course has been replaced by GEOL 300 and 301.

## New to District Courses

### *American River College*

#### 1. **CISP 451 Introduction to Enterprise Software Development and Engineering (4.50 units)**

*Prerequisite:* CISP 300, 370, or 480 with a grade of "C" or better

*81.00 hours lecture*

This is the first of a series of two courses that prepares students for development and engineering software products in an enterprise environment. This course introduces agile practices, introductory level programming and web development concepts and basic DevOps philosophy.

**Justification:** This course is a part of a proposed Enterprise Software Engineering and Development certificate that forms the RSI (related supplementary instruction) of two apprenticeship programs. These apprenticeship programs develop individuals into journey-workers in the IBM z mainframe software development and engineering industries. Specifically, this course introduces knowledge, concepts, and skills that are fundamental to the development and engineering of IBM z System software.

### *Cosumnes River College*

#### 1. **FIRE 1861 Behavioral Health and Cancer Awareness 1A (0.50 units)**

*Prerequisite:* None.

*9.00 hours lecture*

This course provides awareness-level information on behavioral health and cancer for front-line responders, including describing stress and listing stressors; identifying and describing the impacts of stress; describing factors and demonstrating practices for resilience; describing types, prevalence, and causes of cancer; describing exposure to carcinogenic chemicals; and describing and demonstrating minimizing exposure and risk to cancerous contaminants. Pass/No pass only.

**Justification:** This course is the first in the series of courses intended to address the need for creating an awareness level course (firefighter, crew member) on behavioral health and cancer for front-line responders. It is being offered as part of our program accreditation.

**2. FIRE 1862 Behavioral Health and Cancer Awareness 2A (1.25 units)**

*Prerequisite:* FIRE 1861

*24.00 hours lecture*

This course provides leadership-level information on and best practices for cancer awareness, including communicating risk about and minimizing and mitigating toxic exposure and risk; creating a supportive environment, overcoming barriers, and effecting change; and laws, regulations, standards and policies. This course also provides leadership-level information on and best practices for behavioral health, including stressors on members and leaders; stress impacts; overcoming barriers to behavioral health and resiliency, creating a supportive environment, member engagement, and effecting change; support resources and how to access them; and documentation types and requirements. Pass/No pass only.

**Justification:** This course intended to provide leadership-level information and best practices for cancer mitigation and behavioral health for the aspiring Company Officer and fire service leaders.

**3. FIRE 1863 Behavioral Health and Cancer Awareness 3A (1.25 units)**

*Prerequisite:* FIRE 1141

*Advisory:* FIRE 1861 and 1862

*24.00 hours lecture*

This course provides organizational-leadership-level information on the science of cancer, the budgetary and policy impacts, implementing policies and procedures and overcoming challenges to mitigation and minimization of toxic exposure, and developing a cancer-prevention program. It also provides information on the prevalence of behavioral-health issues and the impacts of prevention, implementing policies and procedures and overcoming challenges to increase wellness, and developing a behavioral health and wellness program. Pass/No pass only.

**Justification:** This course intended to provide chief-officer-level information on developing inclusive cancer prevention and behavioral health and wellness programs.

**4. MUSM 348 Audio and Music Production III (ProTools 101) (3.00 units)**

*Prerequisite:* MUSM 347 with a grade of "C" or better

*36.00 hours lecture, 54.00 hours laboratory*



This course trains students in the basic operation of ProTools, an industry standard Digital Audio Workstation. Students will learn how to record, edit, process, arrange and mix music comprised of various digital media, including audio and MIDI files. Through a series of creative projects and method-based training, students will be prepared to take the first exam in Avid's Certification Program at the end of the course. The passage of this exam will result in students' achieving the first of two steps that lead to 'User Certification' in ProTools with Avid Technologies.

**Justification:** This course is the first in a sequence of two that serve to train students and prepare them for certification in ProTools, an industry-standard Digital Audio Workstation created by Avid Technologies. This course will both prepare students for the two certification exams that lead to 'User Certification' (available at the end of this class and the next class in the sequence, MUSM 349). This course is worth more units (3) than of similarly entitled courses at our sister campuses (1.5) in the LRCCD. The reason for this is due to the way in which we have designed our curriculum to include broader topics, such as basic recording techniques, microphone paradigms, and composition / songwriting. Thus, this course (and the next in the sequence, MUSM 349) will equip students with both skill- and creativity-building that will lead to their successful development of a portfolio of original compositions (both stand-alone musical works and music / audio for film, video, and games) that show potential employers and clients a breadth of a burgeoning trade and creative experience.

#### 5. **MUSM 349 Audio and Music Production IV (ProTools 110) (3.00 units)**

*Prerequisite:* MUSM 348 with a grade of "C" or better

*36.00 hours lecture, 54.00 hours laboratory*

This course continues to train students in the basic operation of ProTools, an industry standard Digital Audio Workstation. Students will learn how to operate large sessions in a project studio environment. Additional topics of study include managing large track and channel counts consisting of simultaneous inputs and outputs, and the instantiation of plug-ins specifically designed for music in both creative and post-production tasks. Students will continue to build on concepts and skills acquired in Audio and Music Production III (Pro Tools 101): recording, editing, processing, arranging and mixing music comprised of various digital media, including audio and MIDI files. Through a series of creative projects and method-based training, students will be prepared to take the second exam in Avid's Certification Program at the end of the course. The passage of this exam will result in students' achieving 'User Certification' in ProTools with Avid Technologies.

**Justification:** This course is the second in a sequence of two that serve to train students and prepare them for certification in ProTools, an industry-standard digital audio workstation created by Avid Technologies. This course will both prepare

students for the second of two certification exams that lead to 'User Certification' (available at the end of this class). This course is worth more units (3) than of similarly entitled courses at our sister campuses (1.5) in the LRCCD. The reason for this is due to the way in which we have designed our curriculum to include broader topics, such as intermediate and advanced recording techniques, microphone paradigms, more complex composition / songwriting, and an introduction to Network Audio applications. Thus, this course (and the previous the sequence, MUSM 348) will equip students with both skill- and creativity-building that will lead to their successful development of a portfolio of original compositions (both stand-alone musical works and music / audio for film, video, and games) that show potential employers and clients a breadth of a burgeoning trade and creative experience.

#### 6. **PHARM 370 Pharmaceutical Calculations II (2.00 units)**

*Prerequisite:* PHARM 300 and 315 with grades of "C" or better

*27.00 hours lecture, 27.00 hours laboratory*

This course presents advanced mathematical concepts and practical experience required for students to pass the math portion of the Pharmacy Technician Certification Examination. Through lecture demonstrations and practice problem sets, students will learn the skills essential for calculating and preparing pharmaceutical dosages in both community and institutional pharmacy settings

**Justification:** This course is developed to meet the current advanced needs of the Pharmacy industry, and to satisfy the ASHP new standards for Pharmacy Technicians. The course contents have been developed according to the recommendations of the Pharmacy preceptors to train students on advanced Dosage Calculations. As the role for pharmacy technicians continues to evolve and expand in hospitals, retail pharmacies and institutional practices, a thorough understanding of advanced pharmacy math and accuracy in computations become essential. The course description has been presented to the Advisory Board Committee who voted and signed their approval in the Fall 2019 meeting.

### *Sacramento City College*

#### 1. **OPT 101 Anatomy, Physiology and Pathology of the Eye (3.00 units)**

*Prerequisite:* None.

*54.00 hours lecture*

This course covers the anatomical and physiological functions of the eye and its associated structures. Emphasis is on normal vision and common disorders of the

visual system. In addition, students will learn material related to the physiological developmental stages from pediatrics to geriatrics, and its relation to refractive errors. Topics also include accommodation, eye movements, anomalies, common and special surgical procedures and basic pharmacological agents. This course has a math emphasis, which will require basic calculations.

**Justification:** This course is the introductory course for the Optical Technician certificate. It will introduce the student to the foundational scientific concepts used in the field to provide optical dispensing of eye glasses and treatment of eye pathology. Career exploration and the competencies of optical dispensing will also be covered.

## 2. **OPT 102 Optical Materials Theory I (3.00 units)**

*Prerequisite:* None.

*Corequisite:* OPT 103

*54.00 hours lecture*

In this course, students are introduced to the study of optical theory, principles of optics, ophthalmic lens characteristics and design. Students will learn the arithmetic, algebra, geometry, and trigonometry necessary to evaluate optical formulas. Topics include applying the metric system, intermediate and advanced optical calculations, theories of light, refractive errors, lens measurement, refraction, refractive errors, tilts, face form, lens aberrations, lens reflection, image formation, absorption, transmission, and American National Standards Institute (ANSI) as it relates to the Optical and Optometry environment.

**Justification:** This course provides the principles of optics and ophthalmic lens design and covers the arithmetic, algebra, geometry, trigonometry necessary to evaluate optical formulas, and intermediate and advanced optical calculations used within the optical and optometry environment.

## 3. **OPT 103 Optical Materials Skills Lab I (1.00 unit)**

*Prerequisite:* None.

*Corequisite:* OPT 102

*54.00 hours laboratory*

This course introduces the students to the career and role of an Optician in an Optometry, Optical, and lab environment. Topics include operations of the ophthalmic laboratory, practices and procedures. Emphasis is on surfacing and finishing, frame and lens materials, inventory, equipment and instrumentation, and safety, American

National Standards Institute (ANSI) standards, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Health Insurance Portability and Accountability Act (HIPAA) requirements.

**Justification:** This course is the introductory course for technical skills for the Optical Technician certificate. It will introduce the student to operations of the ophthalmic laboratory, practices and procedures. Professional practice standards will be introduced.

#### 4. **OPT 104 Optical Dispensing Theory I (3.00 units)**

*Prerequisite:* None.

*Corequisite:* OPT 105

*54.00 hours lecture*

This course introduces the historical and modern dispensing practices and the laws governing opticianry, frame and lens materials, fitting and adjustments, performing dispensing and administrative tasks, professional etiquette, and billing insurance. In this course the student will learn about basic optical business management, current eyecare trends and practices. Topics include inventory management, advertising, and future trends.

**Justification:** This course provides the foundations of dispensing practices for frames, materials and client services. It will also introduce the student to laws, billing, and basic optical business management.

#### 5. **OPT 105 Optical Dispensing Clinical Lab I (2.00 units)**

*Prerequisite:* OPT 101, 102, and 103 with grades of "C" or better; Or OPT 101, OPT 102 and OPT 103 can be taken currently for a full-time student taking the certificate one 16-week semester.

*Corequisite:* OPT 104

*108.00 hours laboratory*

This course provides practical experience in assigned businesses, with emphasis on observation and practical application. Emphasis is on working conditions in different production settings and on time demands. Students will actively learn about the role of an Optician in an Optometry and Optical environment, job opportunities, basic optical business management, current eyecare trends and practices, professional ethics, advertising, future trends, customer service, cultural diversity with patients, sensory

considerations, teamwork, applying laws and regulations when fitting and dispensing to patients, processing orders, billing insurance, and fabricating lenses.

**Justification:** This clinical course introduces students to optical technology, basic optical business management, job opportunities, current eyecare trends and practices, professional ethics, advertising, future trends, customer service, how to communicate with patients, cult diversity with clients, sensory considerations, HIPAA, teamwork and provides practical experience, with emphasis on observation and practical application within an optical and optometry environment.

## 6. **OPT 106 Review Course for American Board of Opticianry (ABO) Certification Exam (1.00 unit)**

*Prerequisite:* None.

*Advisory:* OPT 101, 102, 103, 104, and 105 with grades of "C" or better; Or work experience in the field of optical technology.

*18.00 hours lecture*

The focus of this course is on reviewing concepts, questions, and practical knowledge acquired from prerequisite courses to prepare for the American Board of Opticianry (ABO) State Exam to become certified as an Optician. This review will provide students with opportunities to take practice quizzes covering ocular anatomy, physiology, pathology, and refraction, ophthalmic optics, ophthalmic formulas, ophthalmic products, instrumentation, dispensing, laws, regulations, and standards.

**Justification:** This course reviews concepts, questions, and allows students to apply practical knowledge to prepare for the American Board of Opticianry (ABO) State Exam to become Certified Opticians.

## 7. **OPT 202 Contact Lens Theory I (3.00 units)**

*Prerequisite:* None.

*Corequisite:* OPT 203

*Advisory:* OPT 101, 102, 103, 104, and 105 with grades of "C" or better

*54.00 hours lecture*

This course introduces the theory of contact lens fitting. Emphasis is on soft and rigid contact lens design and fitting concepts, adjustments and modifications, different types of contact lenses, wearing schedules and adhering to federal and state regulations, and Food and Drug Administration (FDA) guidelines. Application of

technical concepts of optical sciences will be applied to services for contact lens patients. In addition, students will learn material related to the physiological developmental stages from pediatrics to geriatrics.

**Justification:** This course introduces the theory of contact lens fitting. Emphasis is on soft and rigid contact lens design and fitting concepts pertaining to an Optical and Optometry work setting.

#### 8. **OPT 203 Contact Lens Skills Lab I (1.50 units)**

*Prerequisite:* None.

*Corequisite:* OPT 202

*Advisory:* OPT 101, 102, 103, 104, and 105 with grades of "C" or better

*81.00 hours laboratory*

In this course, the student will apply knowledge from OPT 202 (Contact Lens Theory I) to analyze prescriptions and make contact lens selections. Topics include refraction, prism, lens power, formulas, use of basic computations, and instrumentation. This course has an intermediate level of math emphasis. Students will evaluate, adjust, modify, insert, and remove contact lenses while adhering to Food and Drug Administration (FDA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Health Insurance Portability and Accountability Act (HIPAA) guidelines within the laboratory.

**Justification:** This course provides the practical skills within the optical and optometry lab environment.

#### 9. **OPT 204 Contact Lens Theory II (3.00 units)**

*Prerequisite:* OPT 202 with a grade of "C" or better; or concurrent enrollment in OPT 202

*Corequisite:* OPT 205

*54.00 hours lecture*

This course continues the study of contact lens fitting with an emphasis on soft contact lens advanced fitting design and techniques. Topics include evaluating, fitting, dispensing contact lenses, interpreting prescriptions, extended-wear lenses, care procedures, keratotomy, keratoconus, troubleshooting, and federal and state regulations.

**Justification:** This course continues the study of contact lens fitting with an emphasis on soft contact lens advanced fitting design and techniques. Topics include evaluating, fitting, dispensing contact lenses, interpreting prescriptions, extended-wear lenses, care procedures, keratotomy, keratoconus, troubleshooting, and federal and state regulations.

#### 10. OPT 205 Contact Lens Clinical Lab I (2.50 units)

*Prerequisite:* OPT 101, 202, and 203 with grades of "C" or better; Or concurrent enrollment with OPT 101, OPT 202 and OPT 203 to accommodate for a full-time student completing the certificate in one 16 week semester.

*Corequisite:* OPT 204

*Advisory:* OPT 105, 202, and 203 with grades of "C" or better

*135.00 hours laboratory*

This course provides practical experience in assigned businesses, with emphasis on observation, practical application, and working conditions in different production settings and on time demands. Students will actively learn about the role of an Optician in an Optometry and Optical environment, job opportunities, professional ethics, customer service, cultural diversity with patients, sensory considerations, teamwork, applying laws and regulations when fitting and dispensing contact lenses to patients, processing orders, and billing insurance.

**Justification:** This course provides the practical and clinical skills pertaining to contact lens theory, contact lens fitting, adjustment, and modification as it relates to the optical and optometry environment.

#### 11. OPT 206 Review Course for National Contact Lens Certification Exam (1.00 unit)

*Prerequisite:* None.

*Advisory:* OPT 101, 202, 203, 204, and 205 with grades of "C" or better; Or work experience in contact fitting job skills in an optical technology setting.

*18.00 hours lecture*

This course provides preparation for the National Contact Lens Examiner (NCLE) State Exam. Practice quizzes are featured which supports successful completion of the state exam. Topics include, but not limited to, ocular anatomy, physiology, pathology, refractive errors, principles of optics and terminology related to contact lenses,

instrumentation and observation, prefitting, diagnostic fitting, dispensing, follow-up, administrative procedures, laws, and regulations.

**Justification:** This course reviews concepts, questions, and allows students to apply practical knowledge to prepare for the National Contact Lens Examiner (NCLE) State Exam to become certified.

## 12. PHOTO 393 Lighting I (3.00 - 4.00 units)

*Prerequisite:* PHOTO 302 and 312 with grades of "C" or better; equivalent or technical competency determined by a photography department faculty member upon evaluation of photography portfolio.

*Enrollment Limitation:* Students must use a DSLR or mirrorless style camera to complete all course objectives and assignments. Point-and-Shoot cameras are not allowed.

*36.00 hours lecture, 54.00 - 108.00 hours laboratory*

This course is a study in lighting techniques used for both on-location and in studio photography and video capture applications. Topics of instruction include setting and correcting proper exposure for external strobes in both manual and TTL, light shaping equipment, developing lighting diagrams, calculating lighting ratios, and using color correction gels for strobes. Other topics include the use of professional studio and on-location lighting equipment, using a handheld lighting meter, basic DSLR and mirrorless video capture techniques, and studies in compositional approaches for portrait, commercial, editorial, and wedding photographers. The course includes lectures, visual presentations and project based learning assignments, a field trip, lab time, exams, and a final industry specific style portfolio. Students must provide their own adjustable DSLR or mirrorless camera and related instructional materials.

**Justification:** This course covers standard studio lighting practices and is needed to apply for employment in a variety of photographic disciplines.

## 13. PHOTO 394 Lighting II (3.00 - 4.00 units)

*Prerequisite:* PHOTO 390 with a grade of "C" or better; equivalent or technical competency determined by a photography department faculty member upon evaluation of photography portfolio.

*Enrollment Limitation:* Students must use a DSLR or mirrorless style camera to complete all course objectives and assignments. Point-and-Shoot cameras are not allowed.

*36.00 hours lecture, 54.00 - 108.00 hours laboratory*



This course is an advanced study in lighting techniques used for both on-location and in studio photography and video capture applications. Topics of instruction include advanced studio and location lighting set-ups and description of lighting characteristics, shooting with a specific art direction, and advanced studies in compositional approaches for portrait, commercial, editorial, and wedding photographers. Students will capture a variety of industry specific assignments including food and beverage, fashion and retail, travel and leisure, and consumer products dependent upon their chosen career focus. Commercial post-processing techniques with imaging software will also be emphasized in this course. The course includes lectures, visual presentations and project based learning assignments, a field trip, lab time, exams, and a final industry specific style portfolio. Students must provide their own adjustable DSLR or mirrorless camera and related instructional materials.

**Justification:** This course covers standard studio lighting practices and is needed to apply for employment in a variety of photographic disciplines.

## **PROGRAM PROPOSALS**

### **Program Deletion(s)**

#### *American River College*

##### **1. CIS: Mobile Programming**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

##### **2. Dementia Care**

**Justification:** Based on program review, this certificate no longer meets the needs of our students.

##### **3. Elder Care**

**Justification:** Based on program review, this certificate no longer meets the needs of our students.

##### **4. Ethnicity and Aging**

**Justification:** Based on program review, this certificate no longer meets the needs of our students.

##### **5. Gerontology: Environmental Design**

**Justification:** During our department's internship outreach program we were unable to identify any internship or potential employment opportunities aligned with this program's curriculum. Based on program review, this course no longer meets the needs of our students.

#### 6. **Gerontology: Environmental Design**

**Justification:** During our department's internship outreach program we were unable to identify any internship or potential employment opportunities aligned with this program's curriculum. Based on program review, this course no longer meets the needs of our students.

#### 7. **Introduction to Leadership in Action**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

#### 8. **Leadership in Action: Organizational Learning**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

#### 9. **Leadership in Action: Organizational Systems**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

#### 10. **Leadership in Action: Organizational Teams**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

#### 11. **Leadership in Action: Organizational Variation**

**Justification:** Based on program review, the department has determined that this Certificate no longer meets the needs of our students.

#### 12. **Leadership in Assisted Living Communities**

**Justification:** Based on program review, this certificate no longer meets the needs of our students.

#### **New Programs**

## *American River College*

### 1. **Gerontology**

The coursework provides a foundation in the biopsychosocial discipline of gerontology, including social gerontology, the psychology of aging, the aging process, and the social determinants of health and aging outcomes. Intended for students who plan to transfer and complete a bachelors degree.

**Justification:** This program is designed for students planning to complete a bachelors in gerontology at a university. It includes courses that provide a foundation in gerontological knowledge and prerequisites for upper division coursework.

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## *Cosumnes River College*

### 2. **Pharmacy Technician**

The CRC Pharmacy Technology Certificate Program includes didactic, laboratory, and practicum components that are structured to facilitate the achievement of educational and career goals. Pharmacy technicians are skilled technical health workers who perform a wide variety of pharmacy related tasks under the direct supervision of a registered pharmacist. Successful completion of the program not only qualifies students for registration with the California State Board of Pharmacy but also prepares graduates for entry-level pharmacy technician positions. The program is accredited by the American Society of Health-System Pharmacist. Students who complete the program in a satisfactory manner will be awarded a Certificate of Program Completion and are qualified to apply to the California State Board of Pharmacy for registration as a pharmacy technician. Students will also be eligible to take the PTCE (Pharmacy Technician Certification Exam) and become a Certified Pharmacy Technician. A two-year expanded Pharmacy Technician Program is also available, which includes general education. This two-year course sequence leads to an Associate in Science Degree in Pharmacy Technician, and offers the student the ability to transfer to a four-year program or to enter the job market with additional technical and theoretical background.

**Justification:** This Certificate program is developed to meet the current advanced needs of the Pharmacy industry, and to satisfy the ASHP new standards. This structured Certificate program is proposed to enhance enrollment rates of students in the Pharmacy Technology program and to complete the requirements in 38 weeks and to improve their employment rate, while being prepared to meet the advanced needs of the pharmacy. Students

who successfully complete the program will be awarded a Certificate of Program Completion and are qualified to apply to the CA State Board of Pharmacy for registration as a pharmacy technician. This program proposal and its contents have been presented to the Pharmacy Technology Advisory Board Committee who voted and signed their approval during the Fall 2019 meeting.

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## *Sacramento City College*

### 3. **Cloud Computing**

This certificate prepares IT professionals to apply knowledge and experience in the fundamentals of architecture, deployment, management and operations on leading cloud computing platforms. This Cloud Computing Certificate includes course work in key areas: Networking fundamentals, fundamentals of cloud computing, cloud deployment and infrastructure management, cloud database technologies, cloud networking and security, server support concepts, Linux, and scripting languages. This certificate also provides preparation for a variety of industry recognized certification exams.

**Justification:** Cloud skills matter as many companies around the world are investing in their future and migrating to the cloud. For organizations to achieve their objectives, they need cloud expertise. This certificate will be open to students as well as to IT professionals who may need to fill these skills gap. This certificate will prepare students to pursue industry-recognized certifications and careers in the cloud.

### 4. **Contact Lens Technician**

The Contact Lens Technician Program is an academic certificate that prepares students for occupations in visual technology services. The certificate includes online classroom instruction, in-person laboratory practice and an internship in a vision services or retail opticianry business where students will assess patients and provide contact lens fitting services. Skills that will be learned include contact lens fitting and adjustment, manufacturing of lenses and business concepts for optical services. This program is designed to be a full-time or part-time certificate that is 75% online. After successful completion of the curriculum, the student is eligible to take the National Contact Lens Examiners (NCLE) Examination and upon passing becomes a certified contact lens technician. This evidence of competence is recognized throughout the United States. In addition, graduates will be able to apply for registration as a Registered Contact Lens Dispenser with the California State Board of Optometry. In addition to normal student expenses (for textbooks, etc.), the contact lens technician program requires an expenditure of approximately

\$400.00 during the program for lab coat/uniforms, special supplies and transportation to internship sites. Applicants are encouraged to check with the Financial Aid Office for possible assistance before entering the program.

**Justification:** This new certificate will lead to industry certification for contact lens technician and support workforce gaps for this industry. This is the second certificate in a series that has common courses with an entry level optical technician certificate.

## 5. Law, Public Policy, and Society

The Associate in Arts in Law, Public Policy, and Society for Transfer degree offers courses that satisfy lower-division General Education requirements in both the physical and social sciences, providing students with a solid foundation in Law, Public Policy, and Society as well as the standard prerequisites for upper-division coursework leading to the baccalaureate degree. Students planning to transfer to a CSU with a major in Law, Public Policy, and Society should consult the lower division requirements at the university they plan to attend. Through interdisciplinary studies in the administration of justice, political science, business, history, economics, sociology, global studies, and communications, students will acquire skills in critical thinking, persuasive communication, analytical writing, and a foundational understanding of the behavioral and social sciences. The Associate Degree for Transfer (ADT) student completion requirements (as stated in SB1440 law): (1) Completion of 60-semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following: (A) The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education-Breadth Requirements (CSU GE-Breadth). (B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district. (2) Obtainment of a minimum grade point average of 2.0. ADTs also require that students must earn a “C” or better in all courses required for the major or area of emphasis.

**Justification:** The ADMJ Department is launching a new transfer degree proposal.

## 6. LVN-RN Transition to Registered Nursing

The Associate in Science LVN-RN Transition Registered Nursing Program at Sacramento City College is approved by the California Board of Registered Nursing. Students enrolled in this program are required to complete general education, science, and nursing courses with related clinical experiences in local hospitals. The nursing courses are three semesters in length. In addition to

regular expenses such as enrollment fees, living costs, activity fees, and books, nursing students have the expense of uniforms, equipment, malpractice insurance, graduation, and licensing costs. They also are responsible for their physical examination, immunizations, background check, and drug screen, as well as transportation to and from clinical agencies for day and evening learning experiences. All enrolled students must have a current American Heart Association Health Provider CPR with Automated External Defibrillator (AED) card. The nursing program is a rigorous course of study. In order to ensure academic success and to protect students' health, full time employment is not advisable. It is recommended that students who must continue outside employment reduce their hours to improve their success in the program. Nursing courses must be taken in sequence. Informational meetings are held several times each semester to provide prospective students with information about program prerequisites, enrollment process, and other requirements in the program. A 75% passing grade is mandatory in theory and clinical practicum of each nursing course for progression in the program. In order to obtain a Registered Nursing license as a graduate, a student must have an Associate in Science Degree in Nursing and pass the National Council Licensure Examination (NCLEX). Enrollment options for Licensed Vocational Nurses: LVNs seeking entry are subject to space availability. These applicants have several options for becoming Registered Nurses. In the "30 Unit Option" the LVN must complete physiology and microbiology prior to entering the second year nursing courses. This option does not lead to an Associate in Science Degree. The LVN to RN Transition option does lead to an Associate in Science Degree in Nursing. This LVN must meet all the program requirements of the generic program. After successfully completing NURSE 307, they transition into the second year of the Registered Nursing Program. A third option is completion of the entire generic associate degree nursing program and all enrollment requirements. A Diploma RN graduate of a hospital school of nursing who is currently licensed in California may earn an Associate in Science Degree. This Registered Nurse will need to complete requirements for an Associate in Science Degree and fulfill a residency requirement by completing at least 12 units at Sacramento City College. Transfer students must present evidence of comparable theory and clinical practice courses. Transfer students are admitted on a space available basis.

**Justification:** This program provides a clear path describing how a licensed vocational nurse can become a registered nurse with an associates degree in science at Sacramento City College.

## 7. **Optical Technician**

The Optical Technician Program is an academic certificate that prepares students for occupations in visual technology services. The certificate includes

online classroom instruction, in-person laboratory practice and an internship in a vision services or retail opticianry business where students will assess patients and provide eye glass fitting services. Skills that will be learned include eye glass fitting and adjustment, manufacturing of lenses and frames and business concepts for optical services. This program is designed to be a full-time or part-time certificate that is 75% online. The SCC Optical Technology website will have current offering information for the part time or full time tracks. After successful completion of the curriculum, the student is eligible to take the American Board of Opticianry (ABO) Examination and upon passing becomes a Certified Optician. This evidence of competence is recognized throughout the United States. In addition, graduates will be able to apply for registration as a Registered Spectacle Lens Dispenser with the California State Board of Optometry. In addition to normal student expenses (for textbooks, etc.), the optical technician program requires an expenditure of approximately \$400.00 during the certificate program for lab coat/uniforms, special supplies and transportation costs for internships. Applicants are encouraged to check with the Financial Aid Office for possible assistance before entering the program if this creates a hardship.

**Justification:** This new certificate will lead to industry certification for optical technician and supports workforce gaps for this industry. This is the first certificate in a series that has common courses with a more advanced certificate in contact lens technician.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	American River College Commemorative Naming for the ARC STEM Innovation Center	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Melanie Dixon <i>Melanie Dixon</i> President, American River College	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	

**BACKGROUND:**

Board Policy 8341 calls for the Board of Trustees to approve the naming of college facilities and areas. Such facilities and areas may be named in honor of persons who have made significant contributions to the college or distinguished themselves in the work of the college. Subunits of a building may be named separately to recognize an outstanding individual or donor wishing to contribute the cost of a portion of a building, a room in a building, a major equipment item, a major art feature or water feature and the like.

**STATUS:**

In 2017, ARC embarked on a campaign to raise \$2.5M to establish a margin of excellence as part of the creation of its STEM Innovation Center. Comprised of the most modern equipment and technology and reflecting the latest in educational design, the Center will serve as a state-of-the-art, interdisciplinary learning space that will contribute significantly to the development of our region’s STEM workforce for decades to come.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the commemorative naming opportunities outlined in the attached document.



**Los Rios Community College District Board Agenda**  
**ARC Diane Bryant STEM Innovation Center Request for Naming Approvals**  
**April 14, 2021**


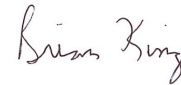
<b>Donor Name/ Commemorative Naming</b>	<b>Location</b>	<b>Commemorative Naming Amount</b>	<b>Background</b>
Tom Kandris	First Floor: Kandris American River Immersive Education & Innovations Lab (ARIEIL)	\$50,000	Tom Kandris is an ARC alumnus and notable local entrepreneur. Mr. Kandris spent 20 years working in the semiconductor industry before founding PackageOne Inc., a local packing company, which he sold in 2017. Mr. Kandris has served on the Sacramento Area Regional Technology Alliance, Sacramento Metropolitan Chamber of Commerce, and was a founding partner of Social Venture Partners. Mr. Kandris liked the idea that his support of the STEM project could help ensure ARC is the first community college in northern California to create a full proof of concept in virtualized learning.
Damon Antos	Third Floor: Antos Business & Computer Science Lab	\$50,000	Damon Antos is a Professor of Business and Computer Science at ARC. Mr. Antos has been a generous donor during his tenure supporting named scholarships, Beaver Cares, the ARC Fund and now the Business & Computer Science Lab where he will teach. He has been an active member of the ARC President’s Circle and regularly attends functions. Mr. Antos says that he wants to parlay his success in the stock market into doing good to give back to ARC and support students.
Jayne Overgard	Second Floor: Math Learning Space	\$25,000	Jayne Overgard taught math at ARC for many years. She loved teaching math to students at all levels and it was her personal mission to help her students develop confidence in their problem-solving abilities. This commemorative naming is in memory of Jayne by her husband Dan Cooper. Jayne passed away in June 2020.

The 2021 Chemistry Faculty of ARC	First Floor: Chemistry Faculty STEM Center Conference room	\$15,000	ARC Chemistry Professors Brian Weissbart, Linda Zarzana, Deboleena Roy, Tami Hong, Ed Niedzinski, Diane Meador, Chris Meadows & Michael Maddox donated to name the conference room in the MESA/STEM Center. The chemistry faculty wanted to have a presence in the space where they spend considerable time working with students in STEM majors.
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# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Resolution No. 2021-06 through 2021-08: Cooperative Purchasing Agreements	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:**

Los Rios Community College District is authorized to use Public Contract §20652 to “piggyback” on bid proposals properly advertised and awarded by other entities for the purchase of items specified in the code. Campus locations are currently conducting business with multiple vendors to meet operational needs. Several existing District vendors participate in competitive solicitations conducted through purchasing cooperatives which leverage the purchasing volume of its members to obtain favorable pricing.

**STATUS:**

The Purchasing Department has applied for membership to the following purchasing cooperatives:

- PEPPM Cooperative Purchasing
- National Cooperative Purchasing Alliance
- TIPS Purchasing Cooperative

These cooperative purchasing arrangements will provide additional options to the District to secure supplies and equipment at the best possible pricing and service.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt the attached resolutions authorizing the use of the following purchasing cooperatives:

- PEPPM Cooperative Purchasing
- National Cooperative Purchasing Alliance
- TIPS Purchasing Cooperative

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

No 2021-06

### Cooperative Purchasing Agreement – PEPPM Cooperative Purchasing (PEPPM)

**WHEREAS**, the Los Rios Community College District in accordance with its Purchasing Guidelines may purchase goods and services from suppliers to satisfy operational and educational requirements; and

**WHEREAS**, the District has applied to be a Participating Member with PEPPM to access contract purchasing benefits in accordance with terms and conditions of applicable contracts granted by PEPPM: Now, therefore,

**BE IT RESOLVED**, it is in the best interest of the District that the Board of Trustees approves the member application and use of the contracts awarded by PEPPM as a source of supply effective April 1, 2021.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2021-06 this fourteenth day of April, 2021, by the following called vote:

AYES:	NAYES:	ABSENT:
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\_\_\_\_\_  
Deborah Ortiz, Board President

*Attest:*

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

No 2021-07

### Cooperative Purchasing Agreement – National Cooperative Purchasing Alliance

**WHEREAS**, the Los Rios Community College District in accordance with its Purchasing Guidelines may purchase goods and services from suppliers to satisfy operational and educational requirements; and

**WHEREAS**, the District has applied to be a Participating Member with National Cooperative Purchasing Alliance (NCPA) to access contract purchasing benefits in accordance with terms and conditions of applicable contracts granted by NCPA: Now, therefore,

**BE IT RESOLVED**, it is in the best interest of the District that the Board of Trustees approves the member application and use of the contracts awarded by NCPA as a source of supply effective April 1, 2021.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2021-07 this fourteenth day of April, 2021, by the following called vote:

AYES:	NAYES:	ABSENT:
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\_\_\_\_\_  
Deborah Ortiz, Board President

*Attest:*

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

No 2021-08

### Cooperative Purchasing Agreement – TIPS Purchasing Cooperative

**WHEREAS**, the Los Rios Community College District in accordance with its Purchasing Guidelines may purchase goods and services from suppliers to satisfy operational and educational requirements; and

**WHEREAS**, the District has applied to be a Participating Member with TIPS Purchasing Cooperative (TPC) to access contract purchasing benefits in accordance with terms and conditions of applicable contracts granted by TPC: Now, therefore,

**BE IT RESOLVED**, it is in the best interest of the District that the Board of Trustees approves the member application and use of the contracts awarded by TPC as a source of supply effective April 1, 2021.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2021-08 this fourteenth day of April, 2021, by the following called vote:

AYES:	NAYES:	ABSENT:
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\_\_\_\_\_  
Deborah Ortiz, Board President


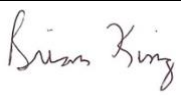
*Attest:*

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Ratify: Grants and Contracts Awarded	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item E	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 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
Strong Workforce Program North Far North: Regional Consortium <ul style="list-style-type: none"> <li>• Funding will be used to focus on data-driven outcomes rather than activities, along with an emphasis on innovation and risk-taking. In this way, colleges can be more responsive to labor market conditions and student outcomes. CTE Data Unlocked, a component of the program, helps colleges use CTE data to strengthen regional workforce plans by furthering local processes like program review, accreditation, and integrated planning.</li> <li>• 7/1/2020- 6/30/2022</li> <li>• Administrator: Theresa Milan, Interim Associate Vice President, Workforce Development and Online Engagement</li> </ul>	LRCCD – Ethan Way Center	\$4,720,278	CCCCO

**RECOMMENDATION:**

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Ratify: Affiliation and Other Agreements	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item F	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<div style="text-align: right;"><i>UJR</i></div> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	X
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<div style="text-align: right;"><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.



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## ALLIED HEALTH AGREEMENTS FOR CLINICAL PLACEMENTS/ INTERNSHIP AGREEMENTS

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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
Natomas Unified School District	SLPA <sup>1</sup>	ARC	10/13/2020	Evergreen
Rideout Memorial Hospital	Imaging	FLC	02/23/2021	EXP: 2/23/2024
Sutter Bay Medical Foundation	Medical Assistant	CRC	04/01/2021	EXP: 04/01/2024

<sup>1</sup>SLPA: Speech Language Pathology Assistant

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## ZERO DOLLAR AGREEMENTS

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

**Agency:** Westlake Charter School **Term:** 01/14/2021 to 06/30/2025 **Type of Contract:** MOU

**Description:**

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.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Ratify: Bid Transactions	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item G	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:**

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
20019	\$34,374.00	1	D.G. Granade Inc.	\$4,112,538.00
Remove trees & underground storage tanks.				
C20017R	\$1,368.42	1	Triamid Construction	\$89,549.42
Add auto flush valves.				
C20017R	\$4,996.24	2	Triamid Construction	\$94,545.66
Add tile upgrade.				
C20017R	\$936.79	3	Triamid Construction	\$95,482.45
Upgrade light fixtures and add ceiling mounted motion detector.				
18025	\$100,647.04	6	F&H Construction Inc.	\$18,659,480.00
Relocate hydronic piping, precast Terrazzo flat base, shaft wall at duct, variable frequency drives in mechanical room, perforated panels, ADA push pad, Kilowatt meter, receptacles in M130, M204 & M208, parapet cap consultation and card access & security revisions. Audio visual and closed circuit TV revisions.				

**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: April 14, 2021

<b>SUBJECT:</b>	Purchase Orders, Warrants, Checks and Electronic Transfers	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item H	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>Upr</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:**

A listing of purchase orders, warrants, checks and wires issued during the period of February 16, 2021 through March 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	0001114456-0001114730 B210563-B210558	\$ 3,002,323.06
Capital Outlay Fund	0003018757-0003018790	
Child Development Fund	-	
Self-Insurance Fund	-	
<b>WARRANTS</b>		
General Fund	809646-810433	\$ 9,601,550.21
General Fund-ARC Instructional Related	010938-010945	
General Fund-CRC Instructional Related	023948-023954	
General Fund-FLC Instructional Related	-	
General Fund-SCC Instructional Related	048431-048436	
Capital Outlay Fund	835126-835155	
Student Financial Aid Fund	900828-900848	
Child Development Fund	954887-954888	
Self-Insurance Fund	976654-976656	
ODSFD	-	
Payroll Warrants	490027-490589	\$ 7,880,216.75
Payroll Vendor Warrants	68172-68271	
February Leave Process	490590-491481	
<b>CHECKS</b>		
Financial Aid Disbursements (E-trans)	-	\$ 3,586,549.02
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Bookstore Fund – ARC	034431-034434	\$ 238,274.78
Bookstore Fund – CRC	029144-029148	
Bookstore Fund – FLC	010912-010914	
Bookstore Fund – SCC	051850-051854	
Student Clubs Agency Fund – ARC	6253-6261	\$ 31,861.85
Student Clubs Agency Fund – CRC	5524-5532	
Student Clubs Agency Fund – FLC	2930-2931	
Student Clubs Agency Fund – SCC	4566-4573	
Foundation – ARC	6908-6911	\$ 76,614.91
Foundation – CRC	-	
Foundation – FLC	2064-2075	
Foundation – SCC	5664-5681	
Foundation – DO	1268-1270	
Associated Students Trust Fund – ARC	1049-1050	\$ 6,010.00
Associated Students Trust Fund – CRC	0940-0940	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	USI Check System: 8222-8226	\$ 10,817.35
<b>ELECTRONIC TRANSFERS</b>		
Board of Equalization	-	\$ 4,300.00
PARS	-	\$ 22,160.07
Vendors	-	\$ -
International Wire	-	\$ -
Backup Withholding	-	\$ -
Retiree Health Trust	-	\$ -
Self-Insurance	-	\$ 51,511.95
Bookstore	-	\$ -
Payroll Direct Deposit Advices	1088699-1092845	\$ 12,901,170.34
Other Payroll Transactions	-	\$ 2,860.00
Foundation Scholarships	-	\$ 7.50
ACH Transaction	-	\$ -
CARES Act	-	\$ 28,200.00
Regional Transit (RT) Payment	-	\$ -
Accounts Payable Wire- PO#1113118/INV 12020-41	-	\$ 21,000.00

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	2021-22 Sabbaticals/Professional Development Leaves	ATTACHMENT: Yes	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Consent Item I	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	

**BACKGROUND:**

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

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

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

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

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

**RECOMMENDATION:**

It is recommended that the attached sabbatical/professional development leaves be approved by the Board of Trustees for the 2021-22 year.

**Spring 2021 Board Agenda  
Sabbatical Leaves**

**American River College**

**Type A Leave:           Zero (0) Type A Leave requested**

**Type B Leave:           .567 FTE Type B Leave requested**

**Type A Leave Time**

**Annual FTE**

**Two (2) Type A Leave unused during 2020/21**

**One (1) FTE Type A Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

**Type B Leave Time**

**Annual FTE**

<b>Christopher Heeren</b>	<b>20%</b>			<b>.100 FTE</b>
<b>Rory Kinoshita</b>	<b>20%</b>	<b>Math Professors</b>	<b>Fall 2021</b>	<b>.100 FTE</b>
<b>C.R. Messer</b>	<b>20%</b>			<b>.100 FTE</b>

*“Math Learning Center – Support Course for Math 300”*

**Proposal:** The passage of AB705 dramatically changed the landscape of math education throughout the state. During Fall 2020, release time was granted to create all the necessary curriculum so that Math 300, Introduction to Math Ideas, could be created using the resources of the Math Learning Center (MLC). Faculty are currently piloting Math 300 in the MLC with very encouraging results. Not all students, however, are able to be served as the placement rules require many students to enroll in a 2-unit “support course” while they are taking the corresponding transfer-level course. The purpose of this project is to create and develop all the necessary curricular materials for the two-unit support course so that Math 300 with support can be offered to all ARC students through the MLC.

<b>C. R. Messer</b>	<b>Math Professor</b>	<b>33.3%</b>	<b>Fall 2021</b>	<b>.167 FTE</b>
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*“Math Learning Center – Third Edition: Complete the Project”*

**Proposal:** For the Spring 2021 semester, three math faculty were granted release time to develop the third edition of the developmental math materials used in the Math Learning Center. Unfortunately, the work was met with two obstacles: 1) in early October, the publishing company notified the faculty that all previously-developed books were out of print and being retired; and 2) the day before the Spring semester started, the publishing company shifted the “online custom course shell” development date from February 1 to May 1. Without the online course shell and eText in hand, the project work could not be completed. Faculty are continuing to focus on video and workbook creation along with the development of all homework and exams for the five courses. The purpose of this project is to continue the work necessary, once the course shell is completed by the publishing company, so that the new materials for students can be launched in January 2022.

**Spring 2021 Board Agenda  
Sabbatical Leaves**

<b>Thoeung Montgomery</b>		<b>10%</b>		<b>.050 FTE</b>
<b>Elizabeth Specker</b>	<b>ESL Professors</b>	<b>10%</b>	<b>Fall 2021</b>	<b>.050 FTE</b>

*“Guided Pathways Milestone Certificates for Multilingual Speakers”*

**Proposal:** This project continues the work already underway to recognize the milestone achievements of ESL students. ESL faculty will further their work with various departments/disciplines that have a large number of ESL students to create a joint certificate that acknowledges the students’ work on their rigorous path towards obtaining high level proficiency in academic English language skills and knowledge in introductory courses in a particular discipline.

**.036 FTE Type B Leave unused during 2020/21**

**.036 FTE Type B Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

**Spring 2021 Board Agenda  
Sabbatical Leaves**

**Cosumnes River College**

**Type A Leave: Zero (0) Type A Leave requested**

**Type B Leave: 0.300 FTE Type B Leave requested**

**Type A Leave Time**

**Annual FTE**

**Three (3) Type A Leave unused during 2020/21**

**1.500 FTE of Type A Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

**Type B Leave Time**

**Annual FTE**

<b>Naomi Bahm</b>	<b>Psychology Assistant Professor</b>	<b>40%</b>	<b>Fall 2021</b>	<b>.200 FTE</b>
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*“Curating and Creating OER Course Materials for PSYC 356 Human Sexuality”*

**Proposal:** I propose to research, curate, modify, and if necessary create, content sufficient to facilitate professors' use of Open Educational Resources (OER) course materials for the PSYC 356 Human Sexuality course. Ideally, I would like to compile an entire textbook, but if that proves too ambitious (if I find that creating content on a large scale, necessitating many hours, would be required), then I plan to amass educational materials covering enough of the needed topics that a professor would be able to simply supplement the OER, rather than resort to typical use of a commercial textbook. I would commence by surveying Los Rios Human Sexuality faculty to determine what topics (/degree of detail) they would require to move from whatever textbook they currently use to adopting OER course materials.

<b>Julie Oliver</b>	<b>Biology Professor</b>	<b>20%</b>	<b>Fall 2021</b>	<b>.100 FTE</b>
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*“Celebrating and Encouraging Diversity in STEM”*

**Proposal:** In an effort to showcase scientists from diverse backgrounds, I want to create at least 15 “Scientist Spotlights” which profile scientists of color, LGBTQIA scientist, disabled scientists, female scientists, etc. in STEM fields. My hope would be for every student in class to have someone profiles to whom they relate, someone who looks like them or has a background like them. The spotlights will be a mix of historical or trailblazer scientists, modern scientists, and local scientists (UCD, CSUS, CRC alumni). A “Create a Scientist Spotlight” assignment, with resources, and rubrics, will also be produced. Students will conduct their own research on a scientist of their choosing and complete a profile for that scientist.

**0.699 FTE Type B Leave unused during 2020/21**

**.699 FTE Type B Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**



**Spring 2021 Board Agenda  
Sabbatical Leaves**

**Folsom Lake College**

**Type A Leave: One (1) Type A Leave requested**

**Type B Leave: 0.100 FTE Type B Leave requested**

<b><u>Type A Leave Time</u></b>	<b><u>Annual FTE</u></b>
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<b>Debra Worth</b>	<b>Dance Professor</b>	<b>100%</b>	<b>100%</b>	<b>Fall 2021 Spring 2022</b>	<b>1.000 FTE</b>
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*“Identifying Strategies and Designing Relevant Curriculum for the Twenty-first Century Community College Student”*

**Proposal:** The purpose of this sabbatical leave is for professional development, to research and implement experiential learning curriculum that has rigorous and tangible expectations for face-to-face instruction as well as the online environment. Identify delivery modalities for pedagogically sound, hands-on experiential learning, with a focus on closing the equity gap of opportunity. By invigorating our curriculum design, fostering greater competency in our students, with workforce development and purposeful citizenship, this research and implementation might impact numerous fields through our curriculum design at FLC.

**One (1) Type A Leave unused during 2020/21**

**0.500 FTE of Type A Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

<b><u>Type B Leave Time</u></b>	<b><u>Annual FTE</u></b>
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<b>Jill Bradshaw</b>	<b>Faculty Researcher/ Psychology Assistant Professor</b>	<b>20%</b>		<b>Fall 2021</b>	<b>.100 FTE</b>
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*“Social Work/Human Services (SWHS) Curricula and Program Review & Revisions”*

**Proposal:** The purpose of this sabbatical proposal is to complete a full review and revision of the SWHS curricula to ensure that we are meeting the educational and career readiness needs of our students. The objectives are to review each course and each program; currently we have 10 courses, 2 certificates, and 2 A.A. Degrees. We are hoping to create a clear pathway for students to meet their current workforce readiness needs for paraprofessional positions, while also ensuring that these students have a viable pathway into BSW and MSW academic programs and career options in the future. We anticipate modifying our current certificates and adding a 3rd certificate focused on paraprofessional skills, streamlining our course offerings, revising PSLOs, considering appropriateness of each course for online education, and an audit of all existing courses.

**.450 FTE Type B Leave unused during 2020/21**

**.450 FTE Type B Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

**Spring 2021 Board Agenda  
Sabbatical Leaves**

**Sacramento City College**

**Type A Leave: One (1) Type A Leave requested  
One (1) Type A Leave converted to 0.500 Type B Leave**

**Type B Leave: 1.100 FTE Type B Leave requested**

**Type A Leave Time**

**Annual FTE**

<b>Roberto Chacon-Rodriguez</b>	<b>Theatre Arts and Film Professor</b>	<b>100%</b>	<b>Spring 2022</b>	<b>.500 FTE</b>
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*“Sundance Film Institute Short film production in collaboration with SCC TAFILM Dept.”*

**Proposal:** The purpose of this project is to work with mentors at the Sundance Film Festival Native Film Fellowship to write and direct an original Native American short film shot in Sacramento. My goal is to not only learn more contemporary filming techniques I can share with my filmmaking students, but I also hope to have students work on this project with me and network with the larger U.S. film industry, specifically at Sundance.

**Two (2) Type A Leave unused during 2020/21**

**1.000 FTE of Type A Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

**Type B Leave Time**

**Annual FTE**

<b>Luther Hanson</b>	<b>Theatre Arts and Film Professor</b>	<b>60%</b>	<b>Fall 2021</b>	<b>.300 FTE</b>
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*“How the Pandemic Has Changed Live Theatre, and What To Do About It”*

**Proposal:** The purpose of this project is provide an analysis of what live theatre has done in the last year to survive and prosper; a summary of what we have learned practically and philosophically, especially in terms of access for a wider audience; and a menu of methods and practices for going forward to reach that audience.

<b>Andrew Jones</b>	<b>Kinesiology, Health &amp; Athletics Professor</b>	<b>30%</b>	<b>Fall 2021</b>	<b>.150 FTE</b>
		<b>30%</b>	<b>Spring 2022</b>	<b>.150 FTE</b>

*“100 Years of Hoops: A Game by Game History of Sacramento City College Men’s Basketball, 1922-2022”*

**Proposal:** The purpose of this project is to publish a book with a game-by-game history of Sac City College Men’s Basketball. Each summary will include won/loss record, roster, statistics, coaches, league membership, school records set, individual honors, and alumni watch. I will summarize each game with a paragraph that will range from one sentence to 10 sentences (depending on the available historical data). Game summaries will include statistics, key plays, and will be as descriptive as possible, while being a stand-alone paragraph. The appendices will include school records, statistical lists of outstanding individual performances (all-time scorers, rebounders, etc.), and an alphabetical all-time roster. The book will be self-published "on-demand" on Amazon for a minimal amount.

**Spring 2021 Board Agenda  
Sabbatical Leaves**

<b>Laurie Perry</b>	<b>Early Childhood</b>	<b>60%</b>	<b>Fall 2021</b>	<b>.300 FTE</b>
	<b>Education Professor</b>	<b>40%</b>	<b>Spring 2022</b>	<b>.200 FTE</b>

*“Developing Access to ECE Practicum for Employed Students”*

**Proposal:** The purpose of this project is to develop an ECE practicum to meet the needs of students who cannot take leave from their jobs in childcare programs to come to the CDC for their lab hours. The proposal incorporates the use of technology to present a practicum designed for students in off campus worksites by recording or streaming the Sacramento City Child Development lab to the students. The students would have the ability to compare and reflect on their work as well as see the model program at the Child Development Center. The technology would also benefit the students enrolled in the traditional on campus labs.



**0.069 FTE Type B Leave unused during 2020/21**

**0.069 FTE Type B Leave Remains Available for 2020/21 (per LRCFT Section 11.6.8.5)**

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 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.

MANAGEMENT

<b>APPOINTMENT(S) TO CATEGORICALLY FUNDED POSITION(S)</b>		
<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Daily, Nicolas K. (M.Ed., Oregon State University)	Interim Dean of Equity and Inclusion	12/06/19 – 06/30/21 <i>(Revised)</i>
	<u>Cosumnes River College</u>	
Sanchez Pantoja, Gladis L. (M.A., University of San Francisco)	Title V HSI Grant Project Director (X)	04/15/21 – 08/31/21
	<u>Sacramento City College</u>	
Ramirez, Martin M. (M.A., California State University, Sacramento)	Hispanic Serving Institution (H.S.I) STEM Grant Project Director (VII)	07/01/21 – 06/30/22

<b>APPOINTMENT(S) TO TEMPORARY POSITION(S)</b>		
<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Gorre, Charissa E. (M.A., National University)	Interim Dean of McClellan/Sacramento Regional Public Safety Training Center	02/25/21 – 12/31/21 <i>(Revised)</i>
	<u>Cosumnes River College</u>	
Mitchell, Emilie B. (Ph.D., University of California, Davis)	Interim Dean of Social and Behavioral Sciences	04/05/21 – 02/15/22

## FACULTY

**APPOINTMENT(S) TO TEMPORARY POSITION(S)**

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>Folsom Lake College</u>	
Morris, Jennifer K. (M.E., Grand Canyon University)	Early Childhood Education Assistant Professor, L.T.T. (99.9%)	01/14/21 – 05/19/21 (Revised)

**PRE-RETIREMENT WORKLOAD REDUCTION(S)**

<u>Name</u>	<u>Subject/Position</u>	<u>FTE</u>	<u>Effective Date(s)</u>
	<u>Sacramento City College</u>		
Patton, Sherri L.	History Professor	From 1.0 to 0.8	08/19/21 – 05/31/26

**RETIREMENT(S)**

<u>Name</u>	<u>Subject/Position</u>	<u>Effective Date(s)</u>
	<u>American River College</u>	
Fowler, Lynn M. (After 20+ years of regular service)	Counselor (Articulation Officer)	07/01/21
	<u>Cosumnes River College</u>	
Erickson, Cindy L. (After 31 years of regular service)	Mathematics Professor	05/20/21
	<u>Sacramento City College</u>	
Bonawitz, Marcia C. (After 21 years of regular service)	Cosmetology 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 %
Gutowksy,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 %

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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 %
Vlamis,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 %

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** (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, Chip 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 %

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Treon,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 %
Gould,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 %
Frazer,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 %

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

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

**REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Spring 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,Glennda G.	Nursing	24 %
** (A5) Walker,Dannie E.	Physical Education	8 %

FTE appearing as 0% for the current or upcoming semester is pending determination of assignment / load. FTE in previous semesters will appear as 1% for assignments between 0% and 1%. \* = New Employee \*\* = Returning Employee  
Employees hired under equivalency criteria pursuant to Ed. Code Section 87359, Title V, Section 53430(a), and Board Policy 5123 will be identified as follows: A1;A3;A4;B1;B2;B3;B4=Experience / Education | A2 = Education | A5;B5 = Experience

## C L A S S I F I E D

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

<u>Name</u>	<u>New Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Nishizaki-Ngo, Jennifer M.	Student Support Specialist, 12 months (Student Support Specialist, 10 months)	CRC CRC)	03/22/21

**RECLASSIFICATION(S)**

<u>Name</u>	<u>Proposed Position (Current Position)</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
McDowell, Steven C.	Information Technology Business/ Technical Analyst II (Research Analyst	DO DO)	03/10/21

**RESIGNATION(S)**

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Williams, Eilene F.	Student Personnel Assistant – Internship Developer	CRC	03/27/21

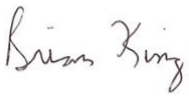

**RETIREMENT(S)**

<u>Name</u>	<u>Position</u>	<u>Assigned to</u>	<u>Effective Date(s)</u>
Fuller, Dorothy A.	Assistant Financial Aid Officer (After 10+ years of regular service)	FLC	04/01/21
McKinney, Linda S.	Child Development Center Teacher (After 23 years of regular service)	ARC	07/01/21
Montijo, Diana M.	Student Personnel Assistant – Counseling (After 15 years of regular service)	ARC	04/01/21
Nuckols, Gerald E.	Instructional Computer Laboratory Supervisor (After 17+ years of regular service)	ARC	07/01/21

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	2021 CCCT Board Election	ATTACHMENT: Yes	
		ENCLOSURE: Yes	
<b>AGENDA ITEM:</b>	Action Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	 Brian King, Chancellor	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	 Brian King, Chancellor	ACTION	X
		INFORMATION	

**BACKGROUND:**

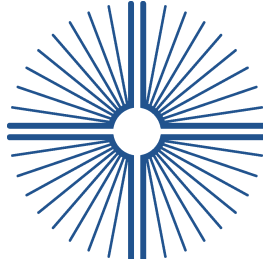
The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. The election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) seats up for re-election on the board. Each member community college district board of trustees shall have one vote for each of the seven vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve a three-year term.

**STATUS:**

Enclosed is a list of the nominated candidates for the CCCT 2021 Board election.

**RECOMMENDATION:**

It is recommended that the Board of Trustees discuss and approve no more than seven nominated candidates from the official ballot and authorize staff to submit the votes via eBallot to the Community College League of California.



2021 CCCT BOARD ELECTION  
CANDIDATES LISTED IN SECRETARY OF STATE'S  
RANDOM DRAWING ORDER OF FEBRUARY 12, 2021

**VOTE FOR NO MORE THAN SEVEN (7) CANDIDATES**

1. Yvette Davis, Glendale CCD
2. Tina Arias Miller, Rancho Santiago CCD
3. Marguerite Bulkin, Yosemite CCD
4. Edralin Maduli, Chabot- Las Positas CCD
5. Bernardo Perez, Ventura County CCD
6. Gregory Pensa, Allan Hancock Joint CCD\*
7. Kendall Pierson, Shasta-Tehama-Trinity Joint CCD
8. Mary Strobridge, San Luis Obispo County CCD
9. ~~Alan Siemer, Lassen CCD~~
10. Cindi Reiss, Peralta CCD
11. Mark Edney, Imperial CCD
12. Barbara Calhoun, Compton CCD
13. Nan Gomez-Heitzeberg, Kern CCD
14. Margaret Fishman, Sonoma County Junior College District
15. Mary Lombardo, Copper Mountain CCD
16. Michele Jenkins, Santa Clarita CCD
17. Carolyn Inmon, South Orange County CCD
18. Deborah Ikeda, State Center CCD

\* Incumbent

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Resolution No. 2021-09: Condemning All Forms of Anti-Asian American Sentiment	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item B	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor <i>MR</i> Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<i>Brian King</i> Brian King, Chancellor	ACTION	X
		INFORMATION	

**BACKGROUND:**

Since the beginning of the COVID-19 Pandemic, and particularly in the past several months, members of Asian, Native Hawaiian, Pacific Islander (ANHPI) communities in our region and throughout the country have experienced an increase in racism, xenophobia, and hate crimes, punctuated by the recent murder of eight people (most of them women of Asian descent) in Atlanta, Georgia. This type of violence and rhetoric is antithetical to everything that we stand for in the Los Rios Community College District and all of our equity-driven work to create an educational and work environment that is inclusive for everyone, regardless of race, ethnicity, language, culture, nationality, socio-economic class, age, physical ability, sexual orientation, or religious beliefs.

**STATUS:**

The attached Resolution No. 2021-09 reaffirms the Los Rios Community College District Board of Trustees' commitment to equity and to actively fostering an inclusive environment that is welcoming for all people, regardless of race, ethnicity, place of origin or religion. It also condemns, in the strongest possible terms, any violence against members of the Asian, Native Hawaiian, Pacific Islander (ANHPI) communities and any Anti-Asian rhetoric that wrongly and callously blames these communities for the COVID-19 pandemic.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 2021-09 condemning all forms of Anti-Asian sentiment.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

№ 2021-09

### CONDEMNING ALL FORMS OF ANTI-ASIAN AMERICAN SENTIMENT

**WHEREAS**, the Los Rios Community College District Board of Trustees is committed to actively fostering an inclusive environment that is welcoming for all people, regardless of race, ethnicity, place of origin or religion; and

**WHEREAS**, approximately 18% of students in the Los Rios Community College District are of Asian, Native Hawaiian, Pacific Islander (ANHPI) descent; and

**WHEREAS**, since the beginning of the COVID-19 pandemic, there has been an increased use of Anti-Asian rhetoric, including references to the COVID-19 pandemic by the geographic location of its origin, resulting in Asian Americans being harassed, assaulted, and scapegoated for the coronavirus outbreak; and

**WHEREAS**, such inflammatory rhetoric is inaccurate and stigmatizing and has put AAPI persons, families, communities, and businesses at risk; and

**WHEREAS**, these remarks tend to incite fear and xenophobia, and have exacerbated Racism against individuals of Asian ancestry by putting them at risk of verbal and physical assault; challenges to accessing resources and services; appearing in public; and expressing their identity; and

**WHEREAS**, reports of hate crimes and incidents against those of Asian descent; rose by nearly 150% in America's largest cities in 2020; and

**WHEREAS**, eight people were killed, most of them women of Asian descent, on March 16, 2021 in a series of horrific shootings in Atlanta, Georgia area spas, creating additional fear and distress in communities already reeling from a year of hateful and unfair attacks; and

**WHEREAS**, the recent rise of violence against Asian Americans is part of a larger history of violence against communities of color, we must work together to create community-centered solutions that stop the violence in all communities; and

**WHEREAS**, the Los Rios Community College District stands in solidarity with members of our Asian (ANHPI) communities in the wake of these terrifying murders; and

**WHEREAS**, Racism, discrimination, xenophobia, bigotry, violence, hate and oppression have no place in the Los Rios Community College District or in our community; and



**WHEREAS**, the Los Rios Community College District rejects any language that associates the ongoing public health crisis with a particular national or ethnic group, recognizing that discriminatory language is counterproductive to defeating a virus that observes no national or ethnic boundaries; and

**WHEREAS**, the Los Rios Community College District Board of Trustees vehemently denounces the violence against Asian American and Pacific Islanders and wishes to affirm its commitment to the well-being and safety of Asian, Native Hawaiian, and Pacific Islander students and community members and ensure they know they are not alone and that they can speak out to help stop the spread of bigotry; now, therefore, be it

**RESOLVED** that the Governing Board of the Los Rios Community College District reaffirms our commitment to equity and inclusion throughout our colleges and communities we serve and condemns any and all Anti-Asian rhetoric and acts in the strongest terms possible.

**PASSED AND ADOPTED** at a regular meeting of the Board of Trustees of the Los Rios Community College District held on April 14, 2021, by the following called vote:

AYES	NOES	ABSENT
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*Attest:*

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

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Resolution No. 2021-10: Authorizing the Sale of General Obligation Bonds: Measure M, Series E	ATTACHMENT: Yes	
		ENCLOSURE: POS	
<b>AGENDA ITEM:</b>	Action Item C	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor Finance and Administration <i>MR</i>	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	X
		INFORMATION	

**BACKGROUND:**

In November 2008, District voters approved Measure M, a \$475 million general obligation bond authorization for the construction and modernization of District facilities. Under Measure M, the District issued \$130 million in October 2010 (Series A); \$60 million in June 2013 (Series B); \$65 million in February 2018 (Series C) and, \$80 million in June 2019 (Series D). The total of these issuances is \$335 million.

The District has several Measure M projects in the planning phases that will bid and construct in the next three years including Natomas Center Phase 2 & 3, Tech Ed Modernization at ARC, Elk Grove Center Phase 2 and Science 2.1 at FLC, which will require the issuance of series E.

**STATUS:**

Measure M, Series E, in the amount of \$130 million, will fund major projects at ARC, CRC and SCC as well as infrastructure and ancillary projects. With the proposed Series E, the District will have issued \$465 million of the \$475 million authorized.

The attached resolution authorizes the issuance of Measure M, Series E bond proceeds totaling \$130 million. The resolution specifies the conditions for the sale and security of the bonds as well as the other legal and fiscal requirements for the bond sale and use of bond proceeds. The sale of Series E will be a negotiated sale. The resolution appoints the Sacramento County Director of Finance to act as paying agent for the Bonds, and a resolution accepting such appointment is calendared for a future Board of Supervisors meeting. The sale of Series E is projected to occur on or about June 23, 2021. A copy of the Preliminary Official Statement, which will be updated prior to the sale to the Official Statement, is also included for the Board's information.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution No 2021-10 authorizing the issuance and sale of General Obligation Bonds, 2008 election, Series E, in the aggregate principal amount of not to exceed \$130,000,000 and approving related documents and official actions, including the Preliminary Official Statement relating to the bonds.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

No 2021-10

### **AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2008 Election, SERIES E, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$130,000,000, AND APPROVING RELATED FINANCING DOCUMENTS AND OFFICIAL ACTIONS**

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

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

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

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

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

- Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series D in the aggregate principal amount of \$80,000,000; and

**WHEREAS**, the Board wishes at this time to initiate proceedings for the issuance and sale of a fifth series of Bonds under the Bond Law in the aggregate principal amount of not to exceed \$130,000,000 (the “Series E Bonds”), which will leave a remaining of Bonds to be issued in the principal amount of \$10,000,000; and

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

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

**NOW, THEREFORE, IT IS RESOLVED** by the Board of Trustees of the Los Rios Community College District, as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Interest Payment Date” means each February 1 and August 1 during the term of the Series E Bonds on which interest is payable thereon, as set forth in the Bond Purchase Agreement.

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

“Outstanding,” when used as of any particular time with reference to Series E Bonds, means all Series E Bonds except (a) Series E Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series E Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series E

Bonds in lieu of or in substitution for which other Series E Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

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

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

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

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

“Resolution” means this Resolution adopted by the Board on April 14, 2021, authorizing the issuance of the Series E Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

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

“Series E Bonds” means the not to exceed \$130,000,000 aggregate principal amount of Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series E, at any time Outstanding under this Resolution.

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

“Term Bonds” means any one or more maturities of the Series E Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

“Underwriter” means UBS Financial Services Inc., on behalf of itself and Piper Sandler & Co., as the original purchasers of the Series E Bonds upon the negotiated sale thereof.

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

**Section 1.02. Interpretation.**

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

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

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

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

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

**ARTICLE II**

**THE SERIES E BONDS**

**Section 2.01. Authorization.** The Board hereby authorizes the issuance of the Series E Bonds in the aggregate principal amount of not to exceed \$130,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance educational facilities of the District in accordance with the Bond Measure and to pay Costs of Issuance to the extent not paid by the Underwriter. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series E Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and redemption premium (if any) on



all Series E Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series E Bonds shall be designated the “Los Rios Community College District (Sacramento County, California) General Obligation Bonds, 2008 Election, Series E”.

### **Section 2.02. Terms of Series E Bonds.**

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

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

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

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

(d) Payment. Interest on the Series E Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent given to the Owner thereof (which will be DTC so long as the Series E Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series E Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series E Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and redemption premium (if any) on the Series E Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this Section relating to the payment of the Refunding Bonds shall be subject in all respects to the provisions of Section 2.09 so long as the Series E Bonds are held in the book-entry system of DTC.

### **Section 2.03. Redemption.**

(a) Optional Redemption Dates and Prices. The Series E Bonds may (but are not required to be) subject to optional redemption prior to their respective stated maturity dates. In the event the Series E Bonds are subject to optional redemption prior to their respective stated maturity dates, the schedule of redemption dates and redemption prices shall be set forth in the Bond Purchase Agreement.

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

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

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

such redemption and failure to give or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Series E Bonds. In addition, the Paying Agent shall give notice of redemption to each of the Securities Depositories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series E Bonds.

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

### **ARTICLE III**

#### **SALE OF SERIES E BONDS; APPLICATION OF PROCEEDS**

##### **Section 3.01. Sale of Series E Bonds; Approval of Sale Documents.**

(a) Negotiated Sale of Series E Bonds. Pursuant to Section 53508.9 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series E Bonds to the Underwriter. The Series E Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.20% of the par amount of the Series E Bonds, and the Series E Bonds shall be sold at a true interest rate of not to exceed 4.00% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series E Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to revise the financing structure of the Series E Bonds in a volatile municipal bond market, (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) it is in the best interests of the District be able to choose the time and date of the sale of the Series E Bonds on short notice.

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

such changes and additions. The Board hereby authorizes the distribution of the Preliminary Official Statement and the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

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

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

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

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

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

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

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

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

#### **ARTICLE IV**

#### **SECURITY FOR THE SERIES E BONDS; PAYMENT OF DEBT SERVICE**

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

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

**Section 4.02. Establishment of Debt Service Fund.** The District hereby directs the Director of Finance to establish, hold and maintain while the Series E Bonds are



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

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

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

**Section 4.03. Disbursements From Debt Service Fund.** The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest and redemption premium (if any) on the Series E Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest and redemption premium (if any) on the Series E Bonds. DTC will thereupon make payments of debt service on the Series E Bonds to the DTC Participants who will thereupon make payments of debt service to the beneficial owners of the Series E Bonds. Any moneys remaining in the Debt Service Fund after the Series E Bonds and the interest and redemption premium (if any) thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Series E Bonds elsewhere than at the office of the Director of Finance.

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

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by

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

## **ARTICLE V**

### **OTHER COVENANTS OF THE DISTRICT**

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

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

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

#### **Section 5.04. Tax Covenants.**

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

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

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

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

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

**Section 5.05. Continuing Disclosure.** The District hereby approves the Continuing Disclosure Certificate in substantially the form attached as an appendix to the Preliminary Official Statement for the Refunding Bonds, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes or modifications. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the

District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series E Bonds; however, any Participating Purchaser (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series E Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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

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

## ARTICLE VI

### THE PAYING AGENT

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

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority.

If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### REMEDIES OF SERIES E BOND OWNERS

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

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series E Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series E Bond Owners' rights; or

- (c) upon the happening and continuation of any default by the District hereunder or under the Series E Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

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

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

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

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

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

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners or all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series E Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon,

(b) a reduction of the percentage of Series E Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series E Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

## ARTICLE IX

### MISCELLANEOUS

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

#### **Section 9.02. Defeasance of Series E Bonds.**

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

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

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



such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series E Bonds not theretofore surrendered for such payment or redemption.

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

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

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

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

paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series E Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2021-10 this 14<sup>th</sup> day of April, 2021, by the following called vote:

AYES:	NAYES:	ABSENT:
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\_\_\_\_\_  
Deborah Ortiz, Board President

*Attest:*

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

**APPENDIX A**

**FORM OF SERIES E BOND**

REGISTERED BOND NO. \_\_\_\_\_ \$ \_\_\_\_\_

**Los Rios Community College District**  
(Sacramento County, California)

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

**INTEREST RATE:** \_\_\_\_\_% per annum  
**MATURITY DATE:** \_\_\_\_\_  
**DATED DATE:** \_\_\_\_\_  
**CUSIP** \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

This Bond is one of a series of \$130,000,000 of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of educational facilities of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite vote of the electors of the District cast at a special bond election held on November 4, 2008, upon the question of issuing Bonds in the amount of \$475,000,000, and under the resolution of the Board of Trustees of the District adopted on April 14, 2021 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

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

The Bonds maturing on August 1, 20\_\_ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000 or as otherwise directed by the District, as designated under written notice filed by the District with the Paying Agent.

**Mandatory Sinking Fund Redemption of  
Term Bonds Maturing August 1, 20\_\_**

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

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

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

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

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

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

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



IN WITNESS WHEREOF, the Los Rios Community College District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_  
President  
Board of Trustees

Attest:

\_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

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

Date of Authentication:

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

By \_\_\_\_\_  
Authorized Signatory

**ASSIGNMENT**

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Signature Guaranteed:

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

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

## APPENDIX B

### REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series E Bonds (Estimated): 2.40%.
2. Finance charge of the Series E Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$532,000. Such amount consists of costs of issuing the Series E Bonds in the amount of approximately \$370,000 together with estimated Underwriter's compensation in the amount of approximately \$162,500.
3. Proceeds of the Series E Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series E Bonds (Estimated): \$130,000,000.
4. Total Payment Amount for the Series E Bonds, being the sum of all debt service to be paid on the Series E Bonds to final maturity (Estimated): \$180,888,617.

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Resolution No. 2021-11: 2021 Refunding General Obligation Bonds (Refinancing of Measure A, 2011 Refunding Bond)	ATTACHMENT: Yes	
		ENCLOSURE: POS	
<b>AGENDA ITEM:</b>	Action Item D	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor Finance and Administration <i>MR</i>	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	X
		INFORMATION	

**BACKGROUND:**

In March 2002, District voters approved Measure A, a \$265 million general obligation bond authorization for the construction and modernization of District facilities. Under Measure A, the District issued \$27.5 million in August 2002 (Series A); \$65 million in April 2004 (Series B); \$70 million in July 2006 (Series C); \$55 million in August 2009 (Series D); \$20 million in June 2013 (Series E) and \$27.5 million in February 2018 (Series F). In addition, the District has undertaken five separate refundings (referred to as “refundings” in the bond market) to reduce interest costs. Series A, B, C and D have been fully refunded with total taxpayers savings of nearly \$26 million (\$18.9 million NPV). By continuing with the steps required to undertake the refunding of its 2011 General Obligation Refunding bonds, the District provides itself with the option of obtaining additional significant taxpayer savings.

**STATUS:**

The 2011 General Obligation Refunding Bonds were issued in October 2011 with a true interest cost of 3.61% and an optional redemption provision allowing the bonds to be refinanced on or after August 1, 2021. The impending redemption date coupled with the low current interest rate environment present an opportunity to refund the 2011 Bonds by issuing 2021 Refunding General Obligation Bonds in the amount not to exceed \$20 million. The projected net taxpayer savings of the refunding is approximately \$2.8 million with a net present value (NPV) savings of \$2.7 million. The projected savings as a percentage of the refunded bonds is over 14%. Typically, a NPV savings of 5% is the threshold used to determine if a refunding is worthwhile. The projected savings are net of all costs of issuance including financial advisory, legal, rating, and underwriting fees.

While the above projections are based on current market interest rates, the amount of savings ultimately generated by the refunding will depend on bond market conditions on the day of the refunding bond sale.

The sale of the refunding bonds will use a negotiated sale process with UBS Financial Services acting as underwriter of the bonds. As with other issuances, the District retains the guidance of a fiduciary agent that protects the interests of the electorate of the District. A copy of the Preliminary Official Statement, which will be updated following the sale to the Official Statement, is also included in the information presented to the Board.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution № 2021-11 authorizing the issuance and sale of the 2021 Refunding General Obligation Bonds in the maximum principal amount of \$20,000,000 to refund outstanding 2011 General Obligation Refunding Bonds and approving related documents and official actions, including the Preliminary Official Statement relating to the refunding bonds.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

## RESOLUTION

No 2021-11

### PROVIDING FOR THE ISSUANCE AND SALE OF 2021 REFUNDING GENERAL OBLIGATION BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$20,000,000 TO REFUND OUTSTANDING 2011 GENERAL OBLIGATION REFUNDING BONDS AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS

**WHEREAS**, the Los Rios Community College District (the “District”) has previously issued its Los Rios Community College District (Sacramento County, California) 2011 General Obligation Refunding Bonds in the aggregate principal amount of \$40,195,000 (the “2011 Bonds”), under a resolution of the Board of Trustees of the District adopted on September 21, 2011, for the purpose of providing funds to refinance the District’s outstanding General Obligation Bonds, Election 2002, Series B; and

**WHEREAS**, the 2011 Bonds are subject to optional redemption on August 1, 2021, at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

**WHEREAS**, the Board of Trustees has determined at this time to issue and sell its Los Rios Community College District 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$20,000,000 (the “Refunding Bonds”) for the purpose of refunding all or a portion of the outstanding 2011 Bonds and thereby realizing financial savings to the property tax payers of the District; and

**WHEREAS**, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 58580 of such Code (the “Bond Law”); and

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

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

**NOW, THEREFORE**, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

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

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

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

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

“Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 58580 of such Code, as amended from time to time.

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

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



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

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2011 Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, fees and charges of bond counsel, disclosure counsel, Municipal Advisor and other professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2011 Bonds.

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

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

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

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

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

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

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

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

“Escrow Agent” means U.S. Bank National Association, in its capacity as escrow agent for refunding and defeasance of the Refunded 2011 Bonds.

“Escrow Agreement” means the Escrow Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2011 Bonds.

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

“Interest Payment Date” means each February 1 and August 1 during the term of the Refunding Bonds on which interest is payable thereon, as set forth in the Bond Purchase Agreement.

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

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

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

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

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

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

“Refunded 2011 Bonds” means the 2011 Bonds which are refunded from the proceeds of the Refunding Bonds, as more particularly identified in the Escrow Agreement.

“Refunding Bonds” means the not to exceed \$20,000,000 aggregate principal amount of Los Rios Community College District (Sacramento County, California) 2021 Refunding General Obligation Bonds issued and at any time Outstanding under this Resolution and the Bond Law.

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

“Resolution” means this Resolution adopted by the Board on April 14, 2021, authorizing the issuance of the Refunding Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

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

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

“Term Bonds” means any one or more maturities of the Refunding Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

“2011 Bonds” means the Los Rios Community College District (Sacramento County, California) 2011 General Obligation Refunding Bonds issued in the

aggregate principal amount of \$40,195,000 on October 20, 2011, pursuant to a resolution of the Board adopted on September 21, 2011.

“Underwriter” means UBS Financial Services Inc., as underwriter of the Refunding Bonds upon the negotiated sale thereof.

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

### **Section 1.02. Interpretation.**

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

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

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

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

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

## ARTICLE II

### TERMS OF REFUNDING BONDS

**Section 2.01. Authorization.** The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$20,000,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the Refunded 2011 Bonds.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Los Rios Community College District (Sacramento County, California) 2021 Refunding General Obligation Bonds".

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2011 Bonds plus the principal amount of the Refunded 2011 Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Municipal Advisor or the Underwriter that the requirements of Section 53552 of the Bond Law have been satisfied.

#### **Section 2.02. Terms of Refunding Bonds.**

(a) Form; Numbering. The Refunding Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Refunding Bonds maturing in the year of maturity of the Refunding Bond for which the denomination is specified. The Refunding Bonds shall be lettered and numbered as the Paying Agent prescribes.

(b) Date of Refunding Bonds. The Refunding Bonds shall be dated as of the Closing Date.

(c) Maturities: Interest. The Refunding Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on August 1 in each of the years and in the amounts to be determined upon the sale of the Refunding Bonds in accordance with the Bond Purchase Agreement. The Refunding Bonds shall bear interest, payable semiannually on each Interest Payment Date, as determined upon the sale thereof in accordance

with the Bond Purchase Agreement. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from the dated date of the Refunding Bonds; *provided, however*, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. The principal of the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this Section relating to the payment of the Refunding Bonds shall be subject in all respects to the provisions of Section 2.09 so long as the Refunding Bonds are held in the book-entry system of DTC.

### **Section 2.03. Redemption.**

(a) Optional Redemption. The Refunding Bonds may (but are not required to be) subject to optional redemption prior to their respective stated maturity dates. In the event the Refunding Bonds are subject to optional redemption prior to their respective stated maturity dates, the schedule of redemption dates and redemption prices shall be set forth in the Bond Purchase Agreement.

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

principal amount of such Term Bonds to be redeemed in each year under this subsection (b) will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

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

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

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

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

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

The Paying Agent shall cancel all of the Refunding Bonds, and submit a certificate of cancellation to the District.

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

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

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

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

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



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

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

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

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

**Section 2.09. Book-Entry System.** Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown

on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

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

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

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

If any Refunding Bond is mutilated the District, at the expense of the Owner of such Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding Bond

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

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

### **ARTICLE III**

#### **SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS**

**Section 3.01. Sale of Refunding Bonds.** Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary to the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.20% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at a true interest rate of not to exceed 4.00% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53555 of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to revise the financing structure of the Refunding Bonds in a volatile municipal bond market, (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) it is in the best interests of

the District be able to choose the time and date of the sale of the Refunding Bonds on short notice.

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

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

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

(a) An amount required to pay the estimated Costs of Issuance shall be transferred to U.S. Bank National Association to be held and administered in accordance with the agreement which is approved under Section 3.05.

(b) The remainder of such proceeds shall be transferred to the Escrow Agent to be applied to refund and discharge all of the Refunded 2011 Bonds on the Closing Date in accordance with the Escrow Agreement.

**Section 3.04. Refunding of 2011 Bonds; Approval of Escrow Agreement.** The Refunded 2011 Bonds shall be refunded and discharged on the Closing Date, and shall be redeemed in full on August 1, 2021, in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Secretary to the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes or modifications. A

District Representative is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the Closing Date.

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

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

**Section 3.07. Actions to Close Bond Issuance.** Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

## ARTICLE IV

### SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

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

under Section 2.03(b), which moneys when collected will be paid to the Director of Finance and placed in the Debt Service Fund.

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

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

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

**Section 4.03. Disbursements From Debt Service Fund.** The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the Director of Finance.

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

Authorized Investments purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

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

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

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

**Section 5.02. Books and Accounts; Financial Statements.** The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners

of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

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

**Section 5.04. Tax Covenants.**

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

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

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

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

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



provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

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

**Section 5.06. Further Assurances.** The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

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

the provisions of this Resolution and the Paying Agent Agreement, the provisions of the Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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

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

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

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

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

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of

its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

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

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

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

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

## ARTICLE VII

### REMEDIES OF REFUNDING BOND OWNERS

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

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

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

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

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

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding

Bond Owners in the opinion of Bond Counsel filed with the District;  
or

- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

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

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

## **ARTICLE IX**

### **MISCELLANEOUS**

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

**Section 9.02. Defeasance of Refunding Bonds.**

- (a) Discharge of Resolution. Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:
  - (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

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

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

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

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

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

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

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

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

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

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

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

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



employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution.

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

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

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

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

**Section 9.08. Execution of Documents.** Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate

the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

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

\* \* \* \* \*

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2021-11 this 14<sup>th</sup> day of April, 2021, by the following called vote:

AYES:	NAYES:	ABSENT:
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\_\_\_\_\_  
Deborah Ortiz, Board President

*Attest:*

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

**APPENDIX A**

**FORM OF REFUNDING BOND**

REGISTERED BOND NO. \_\_\_\_\_ \$ \_\_\_\_\_

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

(Sacramento County, California)

**2021 REFUNDING GENERAL OBLIGATION BOND**

INTEREST RATE:                      MATURITY DATE:                      ISSUE DATE:                      CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

This Bond is one of a series of \$\_\_\_\_\_ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a resolution of the Board of Trustees of the District adopted on April 14, 2021 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

The Bonds maturing on and before August 1, 20\_\_, are not subject to optional redemption before their respective stated maturities. The Bonds maturing on and after August 1, 20\_\_, are subject to redemption at the option of the District on August 1, 20\_\_, and on any date thereafter, at a redemption price equal to

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

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

**Mandatory Sinking Fund Redemption of  
Bonds Maturing August 1, \_\_\_**

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

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

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

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

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

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

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

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

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

Board of Trustees, and has caused the seal of the District to be reproduced hereon, all as of the date stated above.

**LOS RIOS COMMUNITY COLLEGE  
DISTRICT**

By \_\_\_\_\_  
President  
Board of Trustees

Attest:

\_\_\_\_\_  
Secretary  
Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

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

Date of Authentication:

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

By \_\_\_\_\_  
Authorized Signatory

**FORM OF ASSIGNMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Signature Guaranteed:

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

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



## APPENDIX B

### REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds (Estimated): 1.00%.
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$225,000. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$200,000 together with estimated Underwriter's compensation in the amount of approximately \$25,000.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$18,962,000.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$19,891,000.

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

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Contract Award: American River College Boiler Replacement Phase 2 Rebid	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Action Item E	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	<i>MR</i> Mario Rodriguez, Vice Chancellor Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	<i>Brian King</i> Brian King, Chancellor	ACTION	X
		INFORMATION	

**BACKGROUND:**

The American River College Boiler Replacement Phase 2 project will remove and replace boilers, pumps, associated piping and automated controls. This project will utilize Measure M funds.

**STATUS:**

The plans and specifications for Bid19027R were publicly advertised for bids. Bidders were asked to provide a total bid amount. A total of 2 responsive bids were received.

Contractor Name	Base Bid	Total Bid
Division 5-15, Inc.	\$849,500.00	\$849,500.00
TNT Industrial Contractors Inc. *	\$925,009.00	\$925,009.00
Intech Mechanical Company LLC	\$1,117,300.00	\$1,117,300.00
California Environmental Systems, Inc. *	\$1,252,400.00	\$1,252,400.00
* non-responsive: signature not acceptable		

**RECOMMENDATION:**

It is recommended the Board of Trustees award the contract for Bid 19027R to Division 515, Inc. for total award of \$849,500.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: April 14, 2021

<b>SUBJECT:</b>	Legislative Update	ATTACHMENT: None	
		ENCLOSURE: None	
<b>AGENDA ITEM:</b>	Information Item A	TYPE OF BOARD CONSIDERATION:	
<b>RECOMMENDED BY:</b>	Mario Rodriguez, Vice Chancellor <i>MR</i> Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
<b>APPROVED FOR CONSIDERATION:</b>	Brian King, Chancellor <i>Brian King</i>	ACTION	
		INFORMATION	X

**BACKGROUND:**

Annually, staff provides the members of the Board of Trustees with an update on the District’s government affairs efforts.

**STATUS:**

The District’s outside lobbying firm, Strategic Education Services, will provide an update for the Board of Trustees on the District’s government affairs activities, the budget, and the key bills of the past legislative year. Furthermore, Strategic Education Services will provide insight as to what to expect from the Legislature for the coming year.

**RECOMMENDATION:**

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