# **BOARD MEETING AGENDA**

Wednesday, October 18, 2023

5:30pm

**Meeting Location:** 

Folsom Lake College

Community Room (Aspen Hall FL1-20)

10 College Parkway

Folsom, CA 95630

Masks are strongly recommended for all students, employees, and visitors in any indoor space at Los Rios Community College District.

#### 1. CALL TO ORDER

**Board President** 

#### 2. ORAL COMMUNICATIONS

The public may comment on any items within the Board's jurisdiction, even if the items are not on the agenda only during this portion of the meeting. However, the law prohibits action by the Board on non-agenda items. Speakers are limited to up to three minutes. If you wish to speak to a particular item on the current board agenda, your comments will be taken up at the time the Board takes up that item.

Members of the public have two options to offer public comment:

- 1. Email your full name and the matter you wish to speak about to <u>board@losrios.edu</u> by 3:00pm on the day of the meeting, and you will be called on by the Board President during this portion of the meeting.
- 2. Submit a yellow "Speaker's Card" to the Clerk of the Board before the meeting is called to order.

3. CONSENT CONSIDERATIONS					
A member of the Board may request that an item be removed for further discussion and separate action.					
A. Board Meeting Minutes: September 13, 2023 (page 3)	Brian King				
B. Curriculum Proposals: ARC/FLC/SCC (page 13)	Jamey Nye				
C. Resolution No. 2023-14 Liability Coverage for District Volunteers (page 18)	Mario Rodriguez				
D. Resolution No. 2023-15: Child Development Center Contracts (page 20)	Mario Rodriguez				
E. Special Event Authorization (page 22)	Jake Knapp				
F. Disposition of Surplus Equipment (page 25)	Mario Rodriguez				
G. Ratify: Affiliation and Other Agreements (page 26)	Mario Rodriguez				
H. Ratify: Bid Transactions (page 27)	Mario Rodriguez				
I. Ratify: Grants and Contracts Awarded (page 28)	Brian King				
J. Purchase Orders, Warrants, Checks and Electronic Transfers (page 31)	Mario Rodriguez				
K. Human Resources Transactions (page 33)	Mario Rodriguez				

4.	FIRST READING	
Α.	Board Policy Amendments: P-2211 Admission and Entrance Requirements; P-	Jake Knapp
	2242 Resident Status; P-2523 Student Health Services (page 54)	

5.	ACTION	
Α.	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of	Jamey Nye
	Understanding: Heritage Peak Charter School (page 59)	
В.	Public Hearing: College and Career Access Pathways (CCAP) Memorandum of	Jamey Nye
	Understanding: Sacramento New Technology High School (page 77)	
С.	Contract Award: CRC Beach Volleyball Rebid (page 94)	Mario Rodriguez
D.	Contract Award: FLC Brick Repair (page 95)	Mario Rodriguez
Ε.	Resolution No. 2023-16: Accepting the Highest Bid for the Purchase of Myrtle	Mario Rodriguez
	Avenue Parcel (page 96)	

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F.	Resolution No. 2023-17: Denouncing Threats of Violence in the Sacramento Region and Affirming the District's Commitment to the LGBTQIA+ Community (page 100)	Brian King
G.	Sacramento City College: Renaming the Learning Resource Center as Joan	Albert Garcia
	Didion Learning Resource Center (page 103)	

#### 6. INFORMATION

A. Folsom Lake College: Utility Vegetation Management Workforce Training Art Pimentel Programs (page 104)

#### 7. BOARD MEMBER REPORTS

#### 8. FUTURE AGENDA ITEMS

#### 9. REPORTS and COMMENTS

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

#### **10. CLOSED SESSION**

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

Conference with Legal Counsel – Anticipated Litigation - (Government Code Section 54956.9(d)(2) (one case)

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

#### **12. ADJOURNMENT**

LOS RIOS BOARD OF TRUSTEES						
John Knight	Pamela Haynes	Dustin Johnson • Area 1	Deborah Ortiz • Area 6			
President • Area 3	Vice President • Area 5	Robert Jones - Area 2	Tami Nelson • Area 7			
		Kelly Wilkerson • Area 4	John Doherty • Student Trustee			
Regular Board Me	change. For curr	cond Wednesday of the month at 5:3 ent information, call the District Offi t Regular Board Meeting: November				
	d to the Board for the items listed on as they are available.	l on the open session portion of this	agenda will be posted on the District's website:			
		Help Us Help You				
with disabilities. Notifi	cation (568-3039) 48 hours in adv		programs, services and activities for all qualified individuals e arrangements to ensure meeting accessibility. The District of accessibility.			
	Los Rios Community (	College District Indigenous Land Ack	nowledgment Statement			
and Miwok tribal nation		een the caretakers of the health of th	es reside as the traditional homelands of the Nisenan, Maidu, he rivers, the wildlife, the plant life, and the overall eco-social			
	• •		rant and resilient tribes and bands, both Federally recognized of our Los Rios college community. We take this opportunity			

to acknowledge the land and our responsibility to the original peoples, the present-day Nisenan, Maidu, and Miwok tribal nations.

### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Board Meeting Minutes: September 13, 2023		ATTACHMENT: Yes	
			ENCLOSURE: None	
AGENDA ITEM:	Consent Item A		TYPE OF BOARD CONSIDERATION:	
RECOMMENDED		l- y.	CONSENT/ROUTINE	х
BY:	Brian King, Chancellor	Drive Jung	FIRST READING	
APPROVED FOR		l- 2.	ACTION	
CONSIDERATION:	Brian King, Chancellor	Drim Sing	INFORMATION	

#### STATUS:

The minutes of the Board of Trustees meeting held on September 13, 2023 are attached for the Board's review and consideration.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the minutes of the meeting held on September 13, 2023.

# LOS RIOS COMMUNITY COLLEGE DISTRICT Board Meeting Minutes Wednesday, September 13, 2023

# **1. CALL TO ORDER**

The board meeting was called to order by President Knight at 5:30 p.m., in the Board Room at Los Rios Community College District, 1919 Spanos Court, Sacramento, California.

#### Present:

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

John Doherty, Student Trustee

Brian King, Chancellor

# 2. ORAL COMMUNICATIONS

The following individuals provided public comment to the Board of Trustees regarding the timeline and communication process for vacating Davies Hall at American River College:

- 1. Ricardo Caton
- 2. Kathleen O'Brien
- 3. Oranit Limmaneeprasert
- 4. David Merson
- 5. Caroline Prieto
- 6. John Bell
- 7. Wahidullah Ahmadzai

# **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 L.* 

Roll Call Vote: Aye: Haynes, Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson No: None Absent: None Student Advisory Vote: Aye *Motion carried; 7:0* 

# A. <u>Board Meeting Minutes: August 9, 2023</u>

That the Board of Trustees approve the minutes of the board meeting held on July 12, 2023.

# B. <u>Curriculum Proposals: American River and Cosumnes River College</u>

*That the Board of Trustees approve the curriculum proposals for American River and Cosumnes River College.* 

# C. <u>2023-24 Education Protection Account Expenditure Plan</u>

That the Board of Trustees adopt for the 2023-24 fiscal year the plan to designate compensation costs for classroom instruction as funded by EPA. Upon approval, the District will update its website to reflect the Board's action.

## D. <u>Child Development Centers Program Self-Evaluation</u>

*That the Board of Trustees approve the program self-evaluations for CCTR8183 and CSPP-8400 contracts for the fiscal year 2022-23.* 

E. <u>District Annual Investment Report</u>

*That the Board of Trustees accept the District's Annual Investment Report for fiscal year 2022-23.* 

F. <u>Special Event Authorization</u>

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

**College Events** 

Date of Event	College	Location	Name of Event	Alcohol
September 14, 2023	FLC	Harris Center	Keb Mo'	Wine & Beer
September 17, 2023	FLC	Harris Center	Mariachi Herencia	Wine & Beer
October 5, 2023	FLC	Harris Center	Folsom Chamber of Commerce Women's Convention	Wine & Beer
November 2-5	FLC	Harris Center	On Your Feet!	Wine & Beer

# G. <u>Disposition of Surplus Equipment</u>

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

### H. <u>Ratify: Affiliation and Other Agreements</u>

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.

	Clinical			
Agency	Program	Campus	<b>Contract Date</b>	Term
Mountain Manor Skilled Nursing and Assisted Living Facility	Nursing	SCC	08/17/2023	Evergreen
Saylor Lane Healthcare Center	PTA/OTA <sup>1</sup>	SCC	08/22/2023	Evergreen
Sherwood Healthcare Center	PTA/OTA <sup>1</sup>	SCC	08/22/2023	Evergreen

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

#### I. <u>Ratify: Bid Transactions</u>

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

	CHANGE ORDERS						
Bid № Change Change Amount Number		-	Vendor	New Contract Total			
23003	\$140,138.53	2	John F Otto, Inc.	\$65,204,314.68			
22009	\$2,900.17	3	George Reed, Inc.	\$947,422.07			

	BID AWARDS							
Bid №	Description	№ of Responses	Award Date	Successful Vendor	Total Contract			
23029	ARC Foam & Coat Roofing Project Bid Package 1	4	August 28, 2023	Pacific Polymers Inc.	\$386,960.00			

Contractor Name	Base Bid	Alternate 1	Total Bid
Pacific Polymers, Inc.	\$366,680.00	\$20,280.00	\$386,960.00
Brazos Urethane, Inc. 1	\$575,832.00	\$46,100.00	\$621,932.00
Universal Coatings Inc <sup>2</sup>	\$673,000.00	\$63,000.00	\$736,000.00
Best Contracting Services, Inc. <sup>2</sup>	\$808,000.00	\$49,990.00	\$857,990.00

<sup>1</sup> Nonresponsive: no e-bond submitted with bid or original bid bond received before bid opening.

<sup>2</sup> Nonresponsive: incomplete documents

# J. <u>Ratify: Grants and Contracts Awarded</u>

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 Admir	istrator	College/ Unit	Amount	Source
<ul> <li>Native American Student Support and</li> <li>Funding will be used to strengther educational success of Native American leaders, and increase the mentors to empower future genered 07/01/2023-06/30/2028</li> <li>Administrator: Dr. John Dixon, Assa and Student Services</li> </ul>	n K-12 pathways, ensure erican students, develop Native e number of Native American rations.	SCC	\$1,500,000	California Community Colleges Chancellors Office
TRIO Student Support Services Program	n	CRC	\$272,364	United States
<ul> <li>Funding will be used to provide op development, assist students with to motivate students toward the s postsecondary education. Student also may provide grant aid to curr receiving Federal Pell Grants (# 84 increase the college retention and participants.</li> <li>09/01/2023 – 08/31/2024</li> <li>Administrator: Tadael Emeru, Asso Institutional Effectiveness and Inn</li> </ul>	basic college requirements, and uccessful completion of their Support Services (SSS) projects ent SSS participants who are .063). The goal of SSS is to graduation rates of its			Department of Education
TRIO Student Support STEM Services P		CRC	\$272,364	United States
<ul> <li>Funding will be used to provide op development, assist students with to motivate students toward the s postsecondary education. Student also may provide grant aid to curr receiving Federal Pell Grants (# 84 increase the college retention and participants.</li> <li>06/01/2023 – 05/31/2026</li> <li>Administrator: Tadael Emeru, Asso Institutional Effectiveness and Inn</li> </ul>	oportunities for academic basic college requirements, and uccessful completion of their Support Services (SSS) projects ent SSS participants who are .063). The goal of SSS is to graduation rates of its pociate Vice President, Equity, ovation			Department of Education
Native American Student Support and	_	CRC	\$1,500,000	California
<ul> <li>Funding will be used to strengther educational success of Native American leaders, and increase th mentors to empower future gener</li> <li>07/01/2023-06/30/2028</li> <li>Administrator: Brianna Ellis, Assoc Equity</li> </ul>	erican students, develop Native e number of Native American rations.			Community Colleges Chancellors Office
<ul> <li>Trio Upward Bound – Center High Scho</li> <li>Funding will be used to provide or succeed in their precollege perfor higher education pursuits. Upwar</li> </ul>	portunities for participants to mance and ultimately in their	ARC	\$309,505	United States Department of Education

•	students from low-income families and high school students from families in which neither parent holds a bachelor's degree. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education. 09/01/2023-08/31/2024 Administrator: Dr. Nicole Porter, Interim Vice President, Student Services and Equity	FLC	¢200 505	
•	D Upward Bound – Inderkum High School Funding will be used to provide opportunities for participants to succeed in their precollege performance and ultimately in their higher education pursuits. Upward Bound serves: high school students from low-income families and high school students from families in which neither parent holds a bachelor's degree. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education. 09/01/2023-08/31/2024 Administrator: Dr. Nicole Porter, Interim Vice President, Student Services and Equity	FLC	\$309,505	United States Department of Education
•	turally Responsive Pedagogy Funding will be used to aid institutions in developing innovative Diversity, Equity, Inclusion, and Accessibility (DEIA)-minded and culturally competent professional development trainings for faculty. Trainings should focus specifically on nurturing the development of culturally responsive pedagogy and classroom practices for disproportionately impacted and underrepresented communities. 06/15/2023-06/30/2025 Administrator: Brian Robinson, Dean of Instruction, Social and Behavioral Sciences and Humanities, El Dorado Center and Rancho Cordova Center	FLC	\$191,470	California Community Colleges Chancellors Office
•	turally Responsive Pedagogy Funding will be used to aid institutions in developing innovative Diversity, Equity, Inclusion, and Accessibility (DEIA)-minded and culturally competent professional development trainings for faculty. Trainings should focus specifically on nurturing the development of culturally responsive pedagogy and classroom practices for disproportionately impacted and underrepresented communities. 06/15/2023-06/30/2025 Administrator: Dr. BJ Snowden, Associate Vice President, Institutional Effectiveness and Innovation	ARC	\$299,730	California Community Colleges Chancellors Office
Cult •	turally Responsive Pedagogy Funding will be used to aid institutions in developing innovative Diversity, Equity, Inclusion, and Accessibility (DEIA)-minded and culturally competent professional development trainings for faculty. Trainings should focus specifically on nurturing the development of culturally responsive pedagogy and classroom practices for disproportionately impacted and underrepresented communities.	SCC	\$300,000	California Community Colleges Chancellors Office

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• 06/15/2023-06/30/2025			
Administrator: Dr. Robin Ikegami, Interim Vice President, Instructional			
Services			
Youth Empowerment Strategies for Success – Independent Living	ARC	\$22,500	Foundation for
Program			California
Funding will be used to better prepare foster youth for			Community
independence, Youth Empowerment Strategies for Success -			Colleges
California (YESS-California) aims to help current and former foster			Chancellors
youth transition successfully into self-sufficiency and adulthood.			
• 07/01/2023-06/30/2024			
Administrator: Raquel Arata, Dean, Workforce Development			
California Apprenticeship Initiative New and Innovative Grant	FLC	\$84,768	California
Program			Community
• Funding will be used to complete the planning processes			Colleges
necessary to register at least one, but potentially several,			Chancellors
apprenticeship programs or pre-apprenticeship programs with			Office
the Division of Apprenticeship Standards.			
• 07/01/2023-12/31/2024			
Administrator: Dr. Christopher Morris, Dean, Instruction and			
Career Education			

# K. <u>Purchase Orders, Warrants, Checks and Electronic Transfers</u>

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

	PURCHASE ORDERS	
General Fund	0001128039 - 0001129250	\$ 9,679,624.72
	B240267-B240515	
Capital Outlay Fund	0003019533-0003019594	
Child Development Fund	0006001174-0006001175	
	B6600003-B6600008	
Self-Insurance Fund	0009000515-0009000517	
	B9600008-B9500008	
	WARRANTS	
General Fund	856343-857083	\$ 21,566,925.99
General Fund-ARC Instructional Related	012452-012474	
General Fund–CRC Instructional Related	024480-024493	
General Fund–FLC Instructional Related	032121-032129	
General Fund–SCC Instructional Related	049340-049371	
Capital Outlay Fund	836778-836833	
Student Financial Aid Fund	901507-901510	
Child Development Fund	955278-955281	
Self-Insurance Fund	976774-976783	
ODSFD	-	
Payroll Warrants	550048- 550560	\$ 15,736,337.95
Payroll Vendor Warrants	71290-71390	
August Leave Process	550561-551658	
	CHECKS	
Financial Aid Disbursements (PeopleSoft)	-	\$ 1,170,023.19
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6590-6592	\$ 88,652.35
Student Clubs Agency Fund – CRC	5935-5946	
Student Clubs Agency Fund – FLC	3184-3205	
Student Clubs Agency Fund – SCC	4889-4934	

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Foundation – ARC	7551-7662	\$ 504,637.46
Foundation – CRC	3191-3245	
Foundation – FLC	2471-2500	
Foundation – SCC	6788-7082	
Foundation – DO	2035-2075	
Associated Students Trust Fund – ARC	-	\$ -
Associated Students Trust Fund – CRC	-	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	-	\$ -
	ELECTRONIC TRANSFERS	
GENFD Financial Aid	-	\$ 5,061.00
Board of Equalization	-	\$ -
PARS Wire	-	\$ 35,852.73
Vendors	-	
Retiree Health Trust	-	\$ -
CDTFA-ACH	-	\$ -
Scholarships	-	\$ -
Payroll Direct Deposit Advices	1231575-1240121	\$ 27,070,134.31
Other Payroll Transactions	-	\$ 1,216.00
Keenan	-	\$ -
CARES Act/HEERF II	-	\$ -
SCOE- Wires	-	\$ -
PICO Wire	-	\$ -
International Wire- PO1126599	-	\$ -
SB85	-	\$ 15,952.00
Fidelity Wire	-	\$ -
Self-Insurance Fund	-	\$ 66,846.21
Sacramento Regional Transit Wire	-	\$ -
HEERFII	-	\$ 9,000.00

# L. <u>Human Resources Transactions</u>

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

# 4. ACTION

# A. <u>Public Hearing: Adoption of 2023-24 Proposed Budgets</u>

Public Hearing: Wendy Neilson, Sacramento City College Professor, asked the Board of Trustees if the replacement of Davies Hall is incorporated in this budget. Executive Vice Chancellor Rodriguez responded that the short-term and medium-term plans are incorporated. The longer-term plan will depend on state resources that will all be explored.

A motion was made by Trustee Ortiz, seconded by Trustee Johnson, that the Board of Trustees adopt the 2023-24 proposed budgets for the General Fund (Z budget), Instructionally-Related, Special Revenue, Capital Projects, Debt Service, Enterprise, Internal Service, Fiduciary, Trust and Auxiliary Funds of the District for filing with the appropriate County/State agencies.

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Roll Call Vote: Aye: Haynes, Johnson, Jones, Knight, Nelson, Ortiz, Wilkerson No: None Absent: None Student Advisory Vote: Aye Motion carried; 7:0

# **5. INFORMATION**

#### A. Citizens' Bond Oversight Committee Annual Report 2022-23

Consistent with the Citizens' Bond Oversight Committee Bylaws and state statutes, staff presented the Committee's Annual Report for the 2022-23 year in fulfillment of the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution.

## 6. BOARD MEMBER REPORTS

Trustees Wilkerson and Nelson attended the Elk Grove multi-cultural festival and the Harvest of Hope Elk Grove Food Bank event.

Trustee Wilkerson also attended the Central Labor Council Labor Day picnic.

Trustee Haynes participated in all four College convocations and the District's Academic Senate Retreat.

Trustee Ortiz participated in the District Office convocation, and recently attended an event at the Harris Center.

Trustee Doherty participated in the American River College convocation. He also recently got to experience the Oak Café, which has been able to reopen this semester.

## 7. FUTURE AGENDA ITEMS

Trustee Haynes requested a future update on persistence and completion data.

Trustee Wilkerson followed up on her request regarding what the District is doing to support employees navigating through the family leaves processes.

## 8. REPORTS AND COMMENTS

The following constituency representatives presented reports to the Board:

Kevin Hill, Student Advisory Committee Alisa Shubb, District Academic Senate President Jason Newman, LRCFT President

# 9. CLOSED SESSION

The following board members went into closed session at 6:46 pm: Ms. Haynes, Mr. Johnson, Mr. Jones, Mr. Knight, Ms. Nelson, Ms. Ortiz, and Ms. Wilkerson.

- A. Pursuant to Government Code section 54957; Public Employee Performance Evaluation: Chancellor
- B. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators. Agency Designated Representatives: Board President John Knight and Vice President Pamela Haynes. Unrepresented Employee: Chancellor
- C. Pursuant to Government Code section 54957: Public Employee Discipline/Dismissal/Release

# **10. OPEN SESSION: REPORT OF ANY ACTION TAKEN IN CLOSED SESSION, IF NECESSARY**

No reportable action was taken in closed session.

# **11. ADJOURNMENT**

President Knight adjourned the meeting at 7:55 pm in honor of Sacramento City College football player Justin McAllister.

## **BRIAN KING**

Chancellor and Secretary to the Board of Trustees

Draft minutes presented to the Board of Trustees: October 18, 2023

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Curriculum Proposals: American River, Folsom Lake and Sacramento City	ATTACHMENT: Yes		
	College	ENCLOSURE: None		
AGENDA ITEM:	Consent Item B	TYPE OF BOARD CONSIDERATION:		
RECOMMENDED BY:	gar my	CONSENT/ROUTINE X		
	Jamey Nye, Deputy Chancellor	FIRST READING		
APPROVED FOR	R. Z.	ACTION		
CONSIDERATION:	Brian King, Chancellor	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 September 22, 2023 meeting.

The District Curriculum Coordinating Committee membership includes the following representatives: American River College: Aaron Bradford (Chair), Rusty Gaudard, Bill Simpson (DCCC Chair), Frank Kobayashi/Doug Herndon(Admin); Cosumnes River College: Lisa Beebe (Chair) Brian Noel, Jorge Baca, Robert Montanez/Michael Lawlor (Admin); Folsom Lake College: Danny Siegfried (Chair), Suha Al Juboori, Carlos Lopez (Admin); Sacramento City College: Renee Medina (Chair), Shannon Gilley (Articulation), Duane Leonard, Robin Ikegami/Deborah Saks (Admin); Scott Crosier (DAS), Jamey Nye/Tammy Montgomery (Admin)

#### **RECOMMENDATION:**

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

# Los Rios Community College District

# **Recommendation for Adoption by the Board of Trustees**

Oct 18, 2023

# **COURSE PROPOSALS**

### **Course Deletions**

#### American River College

#### 1. ENGWR 304 Advanced Writing in the Disciplines (WID) (0.50 - 1.00 units)

Justification: This course is no longer used and has not been offered for several years.

2. ENGWR 360 Writing in the Disciplines: Composing Essays in History (0.50 - 1.00 units)

**Justification:** This course is no longer being used as it was intended and does not need to be offered.

3. ENGWR 361 Writing in the Disciplines: Composing Essays in the Social Sciences (0.50 - 1.00 units)

Justification: This course is no longer being used as it was intended and should not be offered.

#### 4. HUM 324 Global Islam: Culture and Civilization (3.00 units)

**Justification:** This course is being deleted at the request of the ARC Curriculum Committee because the designator and course number have been changed to RSLT 313.

#### 5. HUM 355 Introduction to World Religions (3.00 units)

**Justification:** This course is being deleted at the request of the ARC Curriculum Committee because the designator and course number have been changed to RSLT 301.

#### 6. PSTC 1653 Firearms Instructor - Long Rifle (1.50 units)

**Justification:** PSTC 1650: Firearms and Tactical Rifle Instructor was revised and now fulfills the student needs for a rifle instructor course.

#### 7. PSTC 1820 Crime Scene Investigation - Basic (2.00 units)

**Justification:** There is no longer a demonstrated need for the course. It has not been offered for over 10 years.

## 8. PSTC 1854 Drug Recognition Evaluator Course (3.50 units)

**Justification:** This course no longer meets the needs of our students. It has not been offered for over 10 years.

# 9. PSTC 1902 Traffic Accident Reconstruction (4.00 units)

**Justification:** This course has not been offered for over 10 years. There is no demonstrated/continued need for the course.

# Folsom Lake College

# 1. GERON 495 Independent Studies in Gerontology (1.00 - 3.00 units)

**Justification:** Due to lack of student interest, the SWHS Department has deleted their GERON awards and courses, but we neglected to delete 495 and 499. We are making the request to delete this course now so that the course designator is fully removed from our course catalog and website.

# 2. GERON 499 Experimental Offering in Gerontology (0.50 - 4.00 units)

**Justification:** Due to lack of student interest, the SWHS Department has deleted their GERON awards and courses, but we neglected to delete 495 and 499. We are making the request to delete this course now so that the course designator is fully removed from our course catalog and website.

## Sacramento City College

## 1. CISS 356 Introduction to Information Assurance (3.00 units)

Justification: This course is no longer part of the program.

# **New to District Courses**

## American River College

# 1. AT 171 Bureau of Automotive Repair (BAR) Emissions Update UT033 (1.00 unit)

Prerequisite: None.

## 18.00 hours lecture

This course improves technicians' abilities to diagnose and repair emissions failures on complex computer-controlled vehicles.

**Justification:** State law requires licensed Smog Check technicians to complete emissions training every two years to renew their license. This training fulfills that need.

# Folsom Lake College

# 1. SPORT 94 Academic Study Skills for Student Athletes (0.50 - 1.00 units)

Prerequisite: None.

## 27.00 - 54.00 hours laboratory

This course is being offered as an open- entry/open-exit course designed to assist the veteran student athletes in acquiring advanced study skills and work habits to gain success in higher level courses. Planning for the future and using critical thinking skills will be presented. Students may enroll in this open-entry/open-exit course up to the eighth week of the semester. Students must complete 27 hours of work to earn 0.5 unit of credit per semester. This course is graded on a Pass/No Pass basis.

**Justification:** Student athletes are required by the California Community College Athletic Association (CCCAA) to maintain unit and grade point standards for eligibility. This course is designed to assist the veteran student athletes in acquiring advanced study skills and work habits to gain success in higher level courses.

## 2. SPORT 95 Academic Study Skills for Student Athletes (0.50 - 1.00 units)

## Prerequisite: None.

## 27.00 - 54.00 hours laboratory

This course is being offered as an open- entry/open-exit course designed to assist the veteran student athletes in acquiring study skills and work habits to succeed in the 4 year University classroom. Planning for the future and using critical thinking skills will be presented. Students may enroll in this open-entry/open-exit course up to the eighth week of the semester. Students must complete 27 hours of work to earn 0.5 unit of credit per semester. This course is graded on a Pass/No Pass basis.

**Justification:** Student athletes are required by the California Community College Athletic Association (CCCAA) to maintain unit and grade point standards for eligibility. This course is designed to assist the veteran student athletes in acquiring advanced study skills and work habits to gain success in higher level courses.

# **PROGRAM PROPOSALS**

# **New Programs**

### American River College

# 1. Guided Pathways Milestone Certificate for Multilingual Speakers: Pathway to Health Sciences

The Guided Pathways Milestone Certificate for Multilingual Speakers: Pathway to Health Sciences recognizes English as a Second Language students' milestones in completing both advanced academic ESL course work and introductory coursework in several health science fields. It incentivizes them to continue taking courses in this discipline after completing higher level ESL courses and to obtain a Certificate of Achievement or an Associate degree for use in a workplace.

**Justification:** This Milestone Pathway to Health Sciences Certificate offers advanced reading, writing, listening, and speaking skills at a post secondary level for English learners combining several introductory health science fields. The combination of these skills can be used along their pathways to degrees, certificates, or transfer, and for use in multilingual work environments. The certificate also supports multilingual students on their pathway between academic English as a Second Language and their educational goals in health care fields.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT: Resolution No. 2023-14: Liability		ATTACHMENT: Yes	
	Coverage for District Volunteers	ENCLOSURE: None	
AGENDA ITEM:	Consent Item C	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED	Upz	CONSENT/ROUTINE X	
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING	
APPROVED FOR	k- X	ACTION	
CONSIDERATION:	Brian King, Chancellor	INFORMATION	

#### BACKGROUND:

Presently, there are approximately 602 volunteers, including student volunteers, who donate their time in various capacities throughout the District. In order for the volunteers to be covered under the Statewide Association of Community Colleges (SWACC) Memorandum of Coverage for "liability", it is recommended that the Governing Board approve a resolution stating that the District recognizes volunteers and that an approved list of volunteer services will be updated and maintained.

#### STATUS:

A recent survey of volunteer activity in the District reveals the following volunteer services are being performed.

Volunteer Groupings	Number of Volunteers
Academic & Foundations	
a. Tutors	15
b. Student and event helpers, etc.	92
Athletics/PE (coaches, trainers, etc.)	132
Drivers (i.e. field trips)	3
Observatory Docents	0
Others (Harris Center, Veteran's Center,	
etc.)	360
Total	602

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution No. 2023-14 regarding liability coverage for volunteers.

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

# **RESOLUTION**

#### № 2023-14

# Liability Coverage for District Volunteers

WHEREAS, the Los Rios Community College District recognizes the need for and benefit derived from individuals and groups providing volunteer services to the District; and

**WHEREAS**, the Los Rios Community College District desires to provide liability coverage for the individuals in their capacity as volunteers to the District while they are performing services for the District in accordance with District policies and regulations: Now, therefore,

**BE IT RESOLVED** that, for the purposes of extending this coverage to official volunteers of the District, all individuals who directly volunteer to provide services to the District, and whose volunteer services are accepted in accordance with District policies and regulations shall be covered by the District's general liability insurance program. The type of volunteer service shall be on file at the appropriate District or local site office prior to commencing volunteer services.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution No. 2023-14 this eighteenth day of October 2023, by the following called vote:

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

John Knight, Board President

Attest:

Brian King Chancellor and Secretary to the Board

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Resolution No. 2023-15: Child	ATTACHMENT: Yes	
	Development Center Contracts	ENCLOSURE: None	
AGENDA ITEM:	Consent Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED	Unpz	CONSENT/ROUTINE X	
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING	
APPROVED FOR	f. z.	ACTION	
CONSIDERATION:	Brian King, Chancellor	INFORMATION	

#### BACKGROUND:

The Los Rios Community College District operates Child Development Centers at three of the colleges - American River College, Cosumnes River College, and Sacramento City College. Each site is primarily funded by contracts from the State of California. Due to changes in the organization of subsidized childcare, the funding is now divided between the Department of Education which funds State Preschool (CSPP) and the Department of Social Services which funds General Childcare (CCTR). Each year Los Rios applies for the funding and receives contracts to offer subsidized childcare services, in accordance with the contracts, at the three colleges named above.

#### STATUS:

Resolution No. 2023-15 is required by the Department of Education and the Department of Social Service as part of the application process. The contract will not require a separate resolution.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution No. 2023-15 to authorize the application for and execution of the contracts for the Child Development Centers from the Department of Education (CDE) and Department of Social Services (CDSS).

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# **RESOLUTION**

№ 2023-15

# Authorizing Execution of a Contract from the California Department of Education and California Department of Social Services (Child Care and Development Services)

WHEREAS, the Los Rios Community College District, a local governmental entity, (hereinafter referred to as "Contractor") desires to enter into contracts with the California Department of Education ("CDE") and the California Department of Social Services (CDSS) for the purpose of providing childcare and child development services for the Fiscal Year 2024-2025, and to authorize the designated personnel to sign application and contract documents pursuant to our contracts; Now therefore,

**BE IT RESOLVED**, that the Los Rios Community College District Board of Trustees hereby authorize the application for and execution of contracts for the CCTR program with CDSS and the CSPP program with CDE; and

**BE IT FURTHER RESOLVED**, that any individual employed by the Contractor in the positions of: Executive Vice Chancellor, Finance and Administration and Associate Vice Chancellor of Finance are hereby authorized on behalf of and in the name of Contractor and as its official act and deed to sign and otherwise enter into contracts for the CCTR program and the CSPP program by and between Contractor and CDSS and CDE respectively.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution № 2023-15, this eighteenth day of October 2023, by the following called vote:

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

John Knight, President of Board of Trustees

Attest:

Brian King, Chancellor and Secretary to the Board

## PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Special Event Authorizati	ion	ATTACHMENT: None	
			ENCLOSURE: None	
AGENDA ITEM:	Consent Item E		TYPE OF BOARD CONSIDERATI	ION:
RECOMMENDED	Jacob Knapp,	ON	CONSENT/ROUTINE	Х
BY:	Chief Counsel	In kin	FIRST READING	
APPROVED FOR		Krim Kim	ACTION	
CONSIDERATION:	Brian King, Chancellor		INFORMATION	

#### BACKGROUND:

Pursuant to Board Policy 1414, special events are shows, private parties, concerts, theatrical productions, and other events held on a District premises for which the principal attendees are members of the general public or invited guests and not students of the District.

#### STATUS:

At the below-listed special event(s), event sponsor has submitted an application for permission to serve alcohol.

#### **College Events**

Date of Event	College	Location	Name of Event	Alcohol
November 2, 2023	FLC	Harris Center	Harris Center Presents	Beer and
			'On Your Feet'!	Wine
November 3, 2023	FLC	Harris Center	Harris Center Presents	Beer and
			'On Your Feet'!	Wine
November 4, 2023	FLC	Harris Center	Harris Center Presents	Beer and
			'On Your Feet'!	Wine
November 4, 2023	FLC	Harris Center	Harris Center Presents	Beer and
			'On Your Feet'!	Wine
November 5, 2023	FLC	Harris Center	Harris Center Presents	Beer and
			'On Your Feet'!	Wine
November 10, 2023	FLC	Harris Center	Harris Center Presents:	Beer and
			Ruben Studdard and	Wine
			Clay Aiken	
November 13, 2023	FLC	Harris Center	Harris Center Presents:	Beer and
			DAVID SEDARIS	Wine
November 18, 2023	FLC	Harris Center	Gorskaya-Hartwick	Beer and
			Productions world	Wine
			Ballet Series: Cinderella	
November 18, 2023	FLC	Harris Center	Gorskaya-Hartwick	Beer and
			Productions world	Wine
			Ballet Series: Cinderella	

November 20, 2023	FLC	Harris Center	Hands4Hope Presents Nashville Songwriters Live	Beer and Wine
November 21, 2023	FLC	Harris Center	Sac Prep Beatles White Album 55 <sup>th</sup> Anniversary	Beer and Wine
November 25, 2023	FLC	Harris Center	Starbright Entertainment presents: Bee Gees Gold	Beer and Wine
November 26, 2023	FLC	Harris Center	Scott Thomas presents Three Queens	Beer and Wine
November 28, 2023	FLC	Harris Center	Harris Center presents: Manheim Steamroller Christmas by Chip Davis	Beer and Wine
November 28, 2023	FLC	Harris Center	Harris Center presents: Manheim Steamroller Christmas by Chip Davis	Beer and Wine
November 30, 2023	FLC	Harris Center	PAKT House Nathan Pacheco	Beer and Wine
December 1, 2023	FLC	Harris Center	HCA Cirque Musica	Beer and Wine
December 1, 2023	FLC	Harris Center	Emery Ent Christmas with CS Lewis	Beer and Wine
December 2, 2023	FLC	Harris Center	Pops Chorale - Holiday Pops	Beer and Wine
December 2, 2023	FLC	Harris Center	Emery Ent Christmas with CS Lewis	Beer and Wine
December 3, 2023	FLC	Harris Center	Pops Chorale - Holiday Pops	Beer and Wine
December 3, 2023	FLC	Harris Center	Emery Ent Christmas with CS Lewis	Beer and Wine
December 5, 2023	FLC	Harris Center	Folsom Lake Symphony	Beer and Wine
December 5, 2023	SCC	Performing Arts Center	Exploring and Discovering Joan Didion	Beer and Wine
December 9, 2023	FLC	Harris Center	Folsom Lake Symphony	Beer and Wine
December 10, 2023	FLC	Harris Center	Folsom Lake Symphony	Beer and Wine
December 14, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine
December 15, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine
December 16, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine
December 16, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine
December 17, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine

December 17, 2023	FLC	Harris Center	Pam Hayes Nutcracker	Beer and Wine
December 18, 2023	FLC	Harris Center	Kerry Irish Productions Irish Christmas	Beer and Wine
December 19, 2023	FLC	Harris Center	Kerry Irish Productions Irish Christmas	Beer and Wine
December 21, 2023	FLC	Harris Center	EDMT High Voltage	Beer and Wine
December 22, 2023	FLC	Harris Center	Sac Master Singers	Beer and Wine
January 27, 2024	SCC	Hughes Stadium	50 <sup>th</sup> Anniversary Football Charity Game	Beer and Wine

# **RECOMMENDATION:**

It is recommended that the Board of Trustees approve or ratify the applications listed herein.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Disposition of Surplus Equipment	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Consent Item F	TYPE OF BOARD CONSIDERATION:
RECOMMENDED	Unpz	CONSENT/ROUTINE X
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING
APPROVED FOR	l- x.	ACTION
CONSIDERATION:	Brian King, Chancellor	INFORMATION

#### **BACKGROUND:**

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

#### STATUS:

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

The surplus items to be recycled or disposed of are either irreparable, obsolete, in poor condition or not needed for district/college operations and include the following: 71 computers; 14 laptops; 15 monitors; 5 printers and 15 telephones.

These items have a value of less than \$5,000.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the disposal of the listed items per Education Code section 81452.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Ratify: Affiliation and Other Agreements	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Consent Item G	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE X FIRST READING
APPROVED FOR CONSIDERATION:	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 below are hereby presented for approval/ratification.

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

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

Agency	<b>Clinical Program</b>	Campus	Contract Date	Term
Asbury Park	PTA/OTA <sup>1</sup>	SCC	09/07/2023	Evergreen
Play2Grow Pediatric Therapy	PTA/OTA <sup>1</sup>	SCC	09/07/2023	Evergreen
Capital Kid's Educational Services	PTA/OTA <sup>1</sup>	SCC	09/14/2023	Evergreen

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

#### **RECOMMENDATION:**

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

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Datifu Did Transactions	ATTACHMENT: None ENCLOSURE: None		
	Ratify: Bid Transactions			
AGENDA ITEM:	Consent Item H	TYPE OF BOARD CONSIDERATION:		
RECOMMENDED	Upz	CONSENT/ROUTINE X	<	
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING		
APPROVED FOR	$l - \gamma$	ACTION		
CONSIDERATION:	Brian King, Chancellor	INFORMATION		

#### BACKGROUND:

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

CHANGE ORDERS						
Bid №	Change Amount	Change Number	Vendor	New Contract Total		
22015	\$92,227.00	4	John F. Otto Inc.	\$59,995,560.99		
21001	\$58,243.00	7	John F. Otto Inc.	\$20,068,719.31		

	BID AWARDS							
	Nº of Award Successful Total							
Bid №	Description	Responses	Date	Vendor	Contract			
23030	23030 ARC Foam & Coat		September	Pacific Polymers	\$341,000.00			
	Roofing Project Bid		21, 2023	Inc.				
	Package 2							

Contractor Name	Base Bid	Alternate 1	Total Bid
Pacific Polymers, Inc.	\$300,000.00	\$41,000.00	\$341,000.00
Brazos Urethane, Inc. <sup>1</sup>	\$313,572.00	\$121,800.00	\$435,372.00
Universal Coatings Inc <sup>2</sup>	\$393,000.00	\$172,000.00	\$565,000.00

<sup>1</sup> Nonresponsive: no e-bond submitted with bid or original bid bond received before bid opening.

<sup>2</sup> Nonresponsive: digital signature was required and was either not affixed or was not verifiable.

#### **RECOMMENDATION:**

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

### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Ratify: Grants and Contracts Awarded		ATTACHMENT: None		
			ENCLOSURE: None		
AGENDA ITEM:	Consent Item I	TYPE OF BOARD CONSIDERAT	ION:		
RECOMMENDED		Roine Xim	CONSENT/ROUTINE		
BY:	Brian King, Chancellor	1 your may	FIRST READING		
APPROVED FOR		Roine Xim	ACTION		
CONSIDERATION:	Brian King, Chancellor	Jun jung	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
<ul> <li>Native American Student Support and Success Program</li> <li>Funding will be used to strengthen K-12 pathways, ensure the educational success of Native American students, develop Native American leaders, and increase the number of Native American mentors to empower future generations.</li> <li>07/01/2023-06/30/2028</li> <li>Administrator: Dr. Robert Snowden, Associate Vice President, Institutional Effectiveness and Innovation</li> </ul>	ARC	\$1,500,000	California Community Colleges Chancellors Office
<ul> <li>Native American Student Support and Success Program</li> <li>Funding will be used to strengthen K-12 pathways, ensure the educational success of Native American students, develop Native American leaders, and increase the number of Native American mentors to empower future generations.</li> <li>07/01/2023-06/30/2028</li> <li>Administrator: Dr. Kellie Butler, Vice President, Student Services</li> </ul>	FLC	\$1,500,000	California Community Colleges Chancellors Office
<ul> <li>Hispanic-Serving Institutions Early College Program</li> <li>Funding will be used to provide early college initiatives and introduces our Latinx and low-income high school students to college via participation in dual enrollment. These grants expand and enhance academic offerings, program quality, and institutional stability.</li> <li>10/01/2023 – 09/30/2024</li> <li>Administrator: Dr. Robert Snowden, Associate Vice President, Institutional Effectiveness and Innovation</li> </ul>	ARC	\$599,706	United States Department of Education
<ul> <li>Strong Workforce – Projects In Common Dual Enrollment Program</li> <li>In line with efforts to enhance, sustain and promote CTE programs, the District will use the funding to: engage outside</li> </ul>	WEDC	\$151,280	California Community Colleges

	data collection, develop marketing materials, and/or support			Chancellors
	dual enrollment efforts related specifically to campus CTE			Office
	programs.			
•	07/01/2023 – 06/30/2024			
•	Administrator: Tammy Montgomery, Associate Vice Chancellor,			
<del>.</del>	Instruction	626	6207.004	
	Dupward Bound – Monterey Trail & Valley High Schools	CRC	\$297,601	United States
•	Funding will be used to provide opportunities for participants to			Department of Education
	succeed in their precollege performance and ultimately in their			Education
	higher education pursuits. Upward Bound serves: high school			
	students from low-income families and high school students			
	from families in which neither parent holds a bachelor's degree. The goal of Upward Bound is to increase the rate at which			
	participants complete secondary education and enroll in and			
_	graduate from institutions of postsecondary education.			
•	09/01/2023-08/31/2024			
•	Administrator: Tadael Emiru, Associate Vice President, Student Services			
Trid	) Upward Bound – Florin High School	CRC	\$297,601	United States
•	Funding will be used to provide opportunities for participants to		<i>\</i>	Department of
	succeed in their precollege performance and ultimately in their			Education
	higher education pursuits. Upward Bound serves: high school			
	students from low-income families and high school students			
	from families in which neither parent holds a bachelor's degree.			
	The goal of Upward Bound is to increase the rate at which			
	participants complete secondary education and enroll in and			
	graduate from institutions of postsecondary education.			
•	09/01/2023-08/31/2024			
•	Administrator: Tadael Emiru, Associate Vice President, Student			
	Services			
Asi	an American Native Hawaiian Pacific Islander Program	SCC	\$150,697	California
•	Funding will be used to provide culturally responsive services to			Community
	enhance student educational experiences and promote higher			Colleges
	education success for low-income, underserved and first			Chancellors
	generation Asian American Native Hawaiian Pacific Islander			Office
	students and other underrepresented students.			
•	07/01/2023-06/30/2025			
•	Administrator: Dr. John Dixon, Associate Vice President,			
	Enrollment and Student Services			
Stre	engthening Institutions, Title III, Part A grant	FLC	\$449,458	United States
•	Grant activities are focusing on ensuring that students,			Department of
	specifically those who are not prepared for transfer level classes,			Education
	have access to high-quality, evidence-based learning supports.			
	This included developing a comprehensive and institution-wide			
	intrusive tutoring support for math and English, and faculty and			
	staff professional development.			
•	10/01/2023-09/30/2024			
•	Administrator: Dr. Monica Pactol, Vice President, Instruction			
Uti	ity Line Clearance Pre-Inspector Training and Development Grant	FLC	\$77,840	Foundation for
•	Funding will be used to provide educational services to develop			California
	the Utility Line Clearance Pre-Inspector Training for Pacific Gas &			Community
	Electric.			Colleges

		1	1	1
•	06/01/2023-12/31/2023			
	ninistrator: Dr. Christopher Morris, Dean, Career Education	SCC		
California Development Training Consortium Grant			\$18,400	Yosemite
•	Funding will be used for a CDTC Campus Administrator to			Community
	implement the CDTC program at the college. The Administrator			College District
	will provide career and education guidance to child development			(CDTC)
	students.			
•	09/01/2023-06/30/2024			
•	Administrator: Dr. Rose Giordano, Dean, Education and Health			
	Professions Divisions			
Dis	Distance Education Captioning and Transcription Grant		\$100,000	California
•	Funding will provide financial assistance with facilitation of live			Community
	and off-line captioning and transcription services.			Colleges
•	08/08/2023-06/30/2028			Chancellors
•	Administrator: Tammy Montgomery, Associate Vice Chancellor,			Office
	Instruction			
Pue	ente Program – Program Site Grant	SCC	\$35,000	The Regents of
•	Funding will be used to supplement operational funds to launch			University of
	new projects, plan special events, or purchase educational or			California
	basic needs materials that would help increase student			
	engagement success.			
•	07/01/2023-06/30/2024			
•	Administrator: Tanya Anderson, Dean, Engagement and			
	Completion			
Pue	ente Program – Equity Grant	SCC	\$20,000	The Regents of
•	Funding will be used to provide course completion and transfer			University of
	activities to students in the Puente program. 07/01/2023-			California
	06/30/2024			
•	Administrator: Tanya Anderson, Dean, Engagement and			
	Completion			
Ног	meless and Housing Insecurity Program	ARC	\$1,864,402	California
•	Funding will be used to provide services to students who have			Community
	been identified as being homeless or students at imminent risk			Colleges
	of becoming homeless. Services include academic support, case			Chancellors
	management services, housing identification and placement			Office
	services.			
•	07/01/2023-06/30/2028			
٠	Administrator: Breanne Holland, Supervisor, Student Services			

# **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.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

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

#### BACKGROUND:

A listing of purchase orders, warrants, checks and wires issued during the period of August 16, 2023, through September 15, 2023 is on file in the District Business Services Office for review.

#### **RECOMMENDATION:**

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

	PURCHASE ORDERS	
General Fund	0001128158 - 0001129822 B240027-B240610	\$ 6,520,787.61
Capital Outlay Fund	0003019555-0003019615	
Child Development Fund	0006001179-0006001186	
	B6600009-B6600011	
Self-Insurance Fund	-	
	WARRANTS	
General Fund	857084-858317	\$ 21,708,881.09
General Fund-ARC Instructional Related	012475-012520	
General Fund–CRC Instructional Related	024494-024510	
General Fund–FLC Instructional Related	032130-032155	
General Fund–SCC Instructional Related	049372-049413	
Capital Outlay Fund	836834-836943	
Student Financial Aid Fund	901511-901567	
Child Development Fund Self-Insurance Fund	955282-955303 976784-976787	
DDSFD	-	
Payroll Warrants	551659- 552154	\$ 8,637,509.84
Payroll Vendor Warrants	71391-71487	
September Leave Process	552155-554921	
	CHECKS	1
Financial Aid Disbursements (PeopleSoft)	-	\$ 29,562,312.62
Clearing Checks	-	\$ -
Parking Checks	-	\$ -
Student Clubs Agency Fund – ARC	6593-6631	\$ 396,467.92
Student Clubs Agency Fund – CRC	5947-6015	
Student Clubs Agency Fund – FLC	3206-3234	
Student Clubs Agency Fund – SCC	4935-4978	
Foundation – ARC Foundation – CRC	7663-7711	\$ 108,701.37
Foundation – CRC	3246-3267 2501-2523	
Foundation – SCC	7083-7102	
Foundation – DO	2076-2081	
Associated Students Trust Fund – ARC	-	\$ 29,325.00
Associated Students Trust Fund – CRC	0978-0978	
Associated Students Trust Fund – FLC	-	
Associated Students Trust Fund – SCC	-	
Regional Performing Arts Center Fund	-	\$ -
	ELECTRONIC TRANSFERS	
GENFD Financial Aid		\$ 1,009,892.97
Board of Equalization		\$ -
PARS Wire		\$ 50,427.37
Retiree Health Trust	-	\$ -
CDTFA-ACH	-	\$ 4,500.00
Scholarships	-	\$ 118,807.00
Payroll Direct Deposit Advices	1240122-1244726	\$ 14,624,579.88
Other Payroll Transactions	-	\$ 1,832.00
Keenan	-	\$ 79,038.19
CARES Act/HEERF II	_	\$ -
SCOE- Wires	-	\$ -
PICO Wire	-	\$ 2,566.64
nternational Wire- PO1128209	-	\$ 53,424.25
SB85	-	\$ 471,071.00
Fidelity Wire	-	\$ 91,187.09
Self-Insurance Fund	-	\$ 79,038.19
Sacramento Regional Transit Wire	-	\$ -
	-	\$ 1,800.00
HEERFII	-	÷ 1,000.00

### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Human Resources Transactions	ATTACHMENT: Yes	: Yes	
		ENCLOSURE: None	RE: None	
AGENDA ITEM:	Consent Item K	TYPE OF BOARD CONSIDERATION:		
RECOMMENDED	Mario Rodriguez, Executive Vice up	CONSENT/ROUTINE X	Х	
BY:	Chancellor, Finance and Administration	FIRST READING		
APPROVED FOR	$\beta - \gamma$	ACTION		
CONSIDERATION:	Brian King, Chancellor	INFORMATION		

## **RECOMMENDATION:**

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

MANAGEMENT

APPOINTMENT(S) T	O CATEGORICALLY FUNDED POSITI	ON(S)		
<u>Name</u>	Subject/Position		Effective Date(s)	
<u>District Office – Ethan Way</u>				
Coleman, Laura (B.A., California S	Statewide Director (VII) of the Centate University, Chico)	ters of Excellence	07/01/23 – 12/31/23 (Revised)	
APPOINTMENT(S) T	O TEMPORARY POSITION(S)			
<u>Name</u>	Subject/Position		Effective Date(s)	
	Cosumnes River	<u>College</u>		
Gonzalez, Jose Interim Title V Hispanic-Serving Institutions (HSI) Grant Project Director (VII) (M.A., California State University, Sacramento)			01/12/23 – 12/29/23 (Revised)	
	District Offi	ce		
Harris, Paul Interim Director (I) of Accounting Services (B.A., California State University, Sacramento)			09/08/22 – 11/30/23 (Revised)	
Ruggles, Jamie Interim Associate Vice Chancellor of Finance (B.A., California State University, Sacramento)			09/08/22 – 11/30/23 (Revised)	
	District Office – Et	han Way		
Gill, Surinder Interim Dean of Workforce Development 09/13/23 – 12/31/23 (Ph.D., California Institute of Integral Studies)				
District Office – Facilities Management				
Meyer, Josef, (B.S., California S	08/09/22 – 10/31/23 (Revised)			
LEAVE(S) OF ABSE	NCE			
<u>Name</u>	Subject/Position	Туре	Effective Date(s)	
Cosumnes River College				
Kiburi, Khalid	Director (V) of Student Services	Child Care Leave	07/31/23 – 10/30/23	

Effective Date(s)

07/01/24

#### MANAGEMENT

#### RETIREMENT(S)

<u>Name</u>

Subject/Position

**District Office** 

Glyer-Culver, Betty Director (III) of Institutional Research (After 26+ years of regular service)

Ruggles, Jamie, Interim Associate Vice Chancellor of Finance

Significant Contract Terms:

Salary: \$211,231.25/annually - Step 1, Level A on the 2023 - 2024 - Management Salary Schedule

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

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

# FACULTY

r				
APPOINTMENT(S) TO CA	TEGORICALLY FUNDED P	OSITION(s)		
<u>Name</u>	Subject/Position			Effective Date(s)
Cosumnes River College				
Wilson, Katy (M.A., Middlebury Institu	Faculty Researcher te of International Studies at	Monterey)		07/01/23 – 06/30/24
APPOINTMENT(S) TO TE	MPORARY POSITION(S)			
Name	Subject/Position			Effective Date(s)
	<u>Folsom La</u>	<u>ke College</u>		
Morris, Jennifer (M.Ed., Grand Canyon L	Early Childhood Education Iniversity)	Professor, L.	Т.Т.	08/17/23 – 5/16/24
LEAVE(S) OF ABSENCE				
Name	Subject/Position		<u>Type</u>	Effective Date(s)
	Sacramento	City College		
Laird, Hayley	English Assistant Professor	-	Childcare (20%)	08/21/23 – 2/15/23
RESIGNATION(S)				
<u>Name</u>	Subject/Position			Effective Date(s)
	<u>American R</u>	iver College		
Brown-Wood, JaNay	Early Childhood Education	Professor		05/19/23
RETIREMENT(S)				
Name	Subject/Position			Effective Date(s)
Sacramento City College				
Block, Angela (After 27 years of regula	Sociology Professor r service)			05/19/23
Heningburg, Keith (After 25 years of regula	History Professor r service)			05/17/24

page c

#### TEMPORARY, PART-TIME EMPLOYEES Summer 2023 American River College

<u>Name</u>	<u>Subject</u>		E
Adams, Timothy	Coordinator	38	%
Castillo, Scott	Administration of Justice	1	%
Welshons, Brian	Administration of Justice	1	%

#### TEMPORARY, PART-TIME EMPLOYEES Summer 2023 Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Fisher, Ryana	Coordinator	3 %

#### TEMPORARY, PART-TIME EMPLOYEES Fall 2023 American River College

<u>Name</u>	<u>Subject</u>	<u>FT</u>	<u>E</u>
Aguilar, Joshua	Drafting Technology	33	%
Aguilar, Susan	Classics-Humanities	20	%
Al Amili, Ahmed	Electrical	31	%
Albrecht, Christian	Administration of Justice	1	%
Alonso, Emily	Office Technology/Office Computer Applicati	10	%
Aranas, Zsanel Jestine	ESL Writing	19	%
Ator, Andrea	Office Technology/Office Computer Applicati	9	%
Austin, Debra	Reading	3	%
Babka, Cary	Film Studies	20	%
Bajar, Merebeth	Culinary Arts	22	%
Batarseh, Samer	Business Management	20	%
Beuttel, Michelle	Reading	30	%
Brennan, Tracy	Sign Language Interpreting	3	%
Buchanan-Cello, Shelly	Library Science, General	20	%
Bueno III, Jose	Automotive Technology	13	%
Bueno III, Jose	Welding Technology	13	%
Buljan, Laurette	English	7	%
Byrd, Steven	Art	8	%
Carlson, Don	Business Management	7	%
Chavolla, Art	Administration of Justice	1	%
Cleland, Melanie	Intercollegiate Athletics	64	%
Clement Moore, Tamica	Gerontology	20	%
Cotton, Gary	Software Applications	29	%
Cunningham, Julian	Music	43	%
Currea, Ana Maria	Reading	7	%
Dang, Tina	Counselor	49	%
Davis, Danielle	History	20	%
Denman, David	Philosophy	40	%
Diaz Rodil, Hugo	Spanish	67	%
Djamali, Essmail	Chemistry, General	59	%
Drobot, Mikhail	Diesel Technology	53	%
Duran, James	Mathematics Skills	2	%
Earles, Michael	Biomedical Instrumentation	1	%
Echeverria, Nick	Administration of Justice	1	%
Ghazianzad, Mahsan	Painting & Drawing	42	%

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

#### TEMPORARY, PART-TIME EMPLOYEES Fall 2023 American River College

Name	<u>Subject</u>	<u>FTE</u>
Ghosh, Rupa	Reading	10 %
Glenn, Daniel	ESL Writing	40 %
Gregorek, Robert	Other Health Occupations	27 %
Gunn, Martin	Automotive Technology	23 %
Hammack, Tara	Registered Nursing	56 %
Hansen, Gina	Physical Education	4 %
Hansen, Gina	Adapted Physical Education	30 %
Hansen, Gina	Gerontology	3 %
Harris, Merridith	Administration of Justice	1 %
Havener, Mark	Computer Software Development	30 %
Helms, Shelby	Sign Language Interpreting	7 %
Helton, Joshua	Administration of Justice	1 %
Hoffman, Dale	Anthropology	20 %
Jacobson, Aron	Psychology, General	20 %
Jay, Susan	General Work Experience	13 %
Kientz, Michelle	Counselor	2 %
Kleist, Rachel	Sign Language	27 %
Kozlov, Maksim	Diesel Technology	30 %
Kraft, Mary Ellen	Registered Nursing	53 %
Kwong, Kenneth	Coordinator	1 %
Lafond, Daniel	Administration of Justice	1 %
Leek, Laura	ESL Writing	3 %
Leek, Laura	ESL Integrated	3 %
Lindblad, Mayu	ESL Writing	19 %
Maurino, Molly	Adapted Physical Education	2 %
McCormack, Nicole	General Work Experience	40 %
Musa, Khaled	Software Applications	18 %
Music, Jessica	Registered Nursing	27 %
Palaspas, Candice	Counselor	52 %
Parrish, Stephanie	Reading	10 %
Preciado, Monica	Counselor	10 %
Prinzing, Malena	Business and Commerce, General	20 %
Pryde, Marvin	Registered Nursing	67 %
Robinson, Anthony	English	13 %
Rowe, Kionna	Administration of Justice	1 %
Schroeder-Evans, Kimbra	Spanish	40 %
Shepherd, Elden	Administration of Justice	1 %
Simmons, Floyd	Administration of Justice	1 %
Smith, Nancy	Administration of Justice	1 %
Smith, Sally	Administration of Justice	13 %
Stevens, DeAnna	Coordinator	20 %
Sullivan, Sydney	Job Seeking/Changing Skills	7 %
Talley, Adam	Registered Nursing	40 %
Toomey, Daniel	Administration of Justice	20 %
Torres, Alex	Computer Networking	48 %
Valcu, Sanda	ESL Writing	60 %
Vlamis, Christopher	Coordinator Administration of Justice	20 % 1 %
Voetsch, Brandon Voudouris, Theodore	Administration of Justice	1 % 1 %
Wei, Jiahui	Chemistry, General	1 % 52 %
Welshons, Brian	Administration of Justice	52 % 1 %
Witt, David	Automotive Technology	23 %
Mill, David	Automotive recomology	20 /0

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#### TEMPORARY, PART-TIME EMPLOYEES Fall 2023 American River College

<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Woo, Harvey	Administration of Justice	1 %

#### TEMPORARY, PART-TIME EMPLOYEES Fall 2023 Cosumnes River College

<u>Name</u>	Subject	FT	E
Adame, Ryan	Dramatic Arts	45	%
Ahmadi, Abbas	Computer Networking	24	%
Alonso, Emily	General Work Experience	20	%
Austin, April	Librarian	30	%
Ballard, Sheryl	Family Studies	20	%
Binder, Marnie	Other Humanities	40	%
BoarerPitchford, Julie	Nutrition, Foods, and Culinary Arts	40	%
Buchanan-Cello, Shelly	Academic Guidance	7	%
Coronado Barraza, Victor	Spanish	35	%
Dang, Tina	Counselor	1	%
De Mars, Eva	Physical Education	60	%
Floyd, Amy	Pharmacy Technology	10	%
Fortunato, Monique	Anthropology	20	%
Gacilan, Gilbert	Counselor	20	%
Gordon, Henry	Librarian	28	%
Green, Charlene	Counselor	9	%
Haas, Richard	Coordinator	24	%
Hancock, Sarah	English	13	%
Herszage, Julian	Chemistry, General	33	%
Holden, Cherrelle	English	20	%
Inoue, Faye	Health Occupations, General	30	%
Leslie, Asya	Psychology, General	20	%
Marks, Ann	Librarian	1	%
McDonald, Katrina	Coordinator	60	%
Mendoza, Erica	Counselor	5	%
Miller, Matthew	Dramatic Arts	20	%
Nelson, Jacquelynn	Counselor	31	%
Nguyen, Uyen	Biology, General	20	%
Nishizaki-Ngo, Jennifer	English	20	%
Onu, Faith	Librarian	16	%
Prasad, Supreeth	Chemistry, General	33	%
Rauch, Kristin	Anthropology	16	%
Ruark, Steven	Chemistry, General	33	%
Salzman, Julie	Counselor	20	%
Salzman, Julie	Counselor	20	%
Tierney, Joan	Physical Education	30	%
Tierney, Joan	Dance	30	%
Torok, Kaitlin	Chemistry, General	32	%
Ward, Megan	Librarian	3	%
Wellington, Erica	Counselor	35	%

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#### **TEMPORARY, PART-TIME EMPLOYEES Fall 2023** Folsom Lake College

<u>Name</u>	Subject	<u>FT</u>	<u>E</u>
Allen, Stephanie	Computer Programming	27	%
Ames, Tyler	Painting & Drawing	13	%
Ames, Tyler	Sculpture	15	%
Andrews-Cardoza, Kym	Human Services	20	%
Bailey, Angelique	Human Services	20	%
Baker-Nauman, Lynn	Human Services	40	%
Beese, Michelle	Counselor	30	%
Castro, Livia	Engineering, General	33	%
Cherok-Fenner, Natalie	Medical Laboratory Technology	33	%
Christensen, Kalee	Job Seeking/Changing Skills	13	%
David, Francis	Psychology, General	20	%
Davis, Michael	Computer Programming	20	%
Diehl, Kellie	Physical Education	15	%
DiGaetano, Anthony	Business and Commerce, General	40	%
Faulds, Scott	Business Administration	20	%
Fernandes, Scotty	Applied Photography	28	%
Gardner, Carolin	Psychology, General	40	%
Goodwin, Alexandria	Nutrition, Foods, and Culinary Arts	20	%
Hall, Laura	Nutrition, Foods, and Culinary Arts	40	%
Henry, Kristin	Geology	20	%
Henry, Kristin	Earth Science	16	%
Hicks, Charity	Office Technology/Office Computer Applicati	5	%
Lazemizadeh, Bahareh	Psychology, General	20	%
Mancilla, Jeffrey	Spanish	35	%
Marks, Ann	Librarian	13	%
McCoy McField, Virginia	Commercial Music	22	%
McCoy McFields, Carlos	Commercial Music	33	%
McGhee, Kelly	Counselor	54	%
Neuman, Christine	English	53	%
Nielsen, Ruth	Counselor	28	%
Page, Monica	ESL Writing	60	%
Reno, Susan	Health Occupations, General	60	%
Ryan, Diana	Coordinator	10	%
Scrogins, Joshua	Mathematics Skills	12	%
Scrogins, Joshua	Physics, General	7	%
Shepard, Leon Benwar	Commercial Music	26	%
Sherrell-Davis, Elizabeth	Business Administration	40	%
Tully, David	Computer Networking	8	%
Walden, Ashley	Physical Education	60	%
Walters, Kristin	Nutrition, Foods, and Culinary Arts	20	%
Ward, Megan	Librarian	10	%
Ware, Alan	Manufacturing and Industrial Technology	28	%
Wathen, Myrna	Librarian	42	%
Zumalt, Caitlin	Chemistry, General	52	%

#### **TEMPORARY, PART-TIME EMPLOYEES Fall 2023** Sacramento City College

<u>Name</u>	Subject	<u>FTE</u>	<u>.</u>
Abe, Donyale	Community Health Care Worker	13 %	U.
Ackley, Robert	Psychology, General	20 %	6

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### TEMPORARY, PART-TIME EMPLOYEES Fall 2023 Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FT</u>	E
Acosta, Ruben	Study Skills	7	%
Adams, Stephen	History	20	%
Anapolsky, Carol	Digital Media	18	%
Angello, James	Art	13	%
Aranas, Zsanel Jestine	ESL Writing	20	%
Argent, Gala	Anthropology	20	%
Aztiazarain, Javier	Chemistry, General	21	%
Bair, Lewis	Computer Support	10	%
Beck-Wegner, Noemi	Psychology, General	60	%
Bella, Cheryl	Sign Language	27	%
Bennett, Mela	Sign Language	47	%
Bennett, Gary	Information Technology, General	10	%
Bennett, Gary	Computer Information Systems	7	%
Bennett, Gary	Computer Networking	24	%
Beyrer, Kimberlee	Counselor	24	%
Boyd, Alexandra	Speech Communication	40	
Burke, Larenda	Administration of Justice	20	%
Byrns, Angela	Counselor	17	%
Caballero Talavera, Nicolas	Psychology, General	20	%
Campos, Claudia	Cosmetology and Barbering	12	
Cardenas, Theresa	Counselor	41	
Dalton, Monique	Cosmetology and Barbering	41	
DeLappe, Lori	Dramatic Arts	20	
Desrosiers, Michelle	Cosmetology and Barbering	57	
Diaz-Gastelum, Gloria	Spanish	27	
Eakins, Robert	English	60	
Farahat, Abdelbasset	Chemistry, General	41	%
Farrelly, Joseph	Sociology	40	
Frazee, Todd	Industrial Systems Tech and Maintenance	13	
Gaines, Hillary	Digital Media	8	%
Garcia, Isela	Cosmetology and Barbering	61	
Hamilton, Timothy	History	20	
Hansen, Eric	Environmental Science	26	
Hill, Deirdre	Counselor	58	
Johnston, Joseph	Commercial Music	43	
Kao, Ts Ching	Librarian	20	
Kawaguchi, Sophia	Nurse	60	
Larreynaga, Antonia	Counselor	15	%
Lawrence, Charles	Counselor	5	%
LeBlanc, Ruth	Health Professions, Transfer Core Curriculum		%
Meaglia, Robert	Dental Assistant	11	%
Mukome, Fungai	Chemistry, General	21	
Onu, Faith	Librarian	39	
Ordaz, Rafael	Counselor	8	
Orr, Timothy	History	20	
Palmi, Jason	Administration of Justice	20	
Patel, Jay	Small Business and Entrepreneurship	20	
Pomo, Roberto	Film Studies	20	
Popejoy, Clifford	Environmental Control Technology (HVAC)	57	
Pryor, Peter	Physical Education	15	
Pryor, Peter	Physical Fitness and Body Movement	25	%

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### **TEMPORARY, PART-TIME EMPLOYEES Fall 2023** Sacramento City College

	% %
	%
Deid Orangen Dan dell Orangentale manual Dark seinen 24	
Reid-Cramer, Randell Cosmetology and Barbering 34	%
Schulte, Kristyn Natural History 24	%
Takahashi, Reiko Counselor 23	%
Takahashi, Reiko Counselor 15	%
Takahashi, Reiko Counselor 2	%
Touchstone, Finley Computer Graphics and Digital Imagery 15	%
Walker, MelissaDental Assistant40	%
Waltonen, Karma English 20	%
Westover, Marie Natural History 24	%
Wheeldon, SandraDental Assistant56	%
Yanez, Israel Librarian 3	%
Zamarripa, Julio Counselor 3	%

# **REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023**

#### American River College . .

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<u>Name</u>	<u>Subject</u>	<u>FTE</u>
Abdullah, Zainab	Ethnic and Cultural Studies	20 %
Adams, Timothy	Fire Technology	20 %
Barnard, Gina	English	30 %
Beccarelli, Lori	Dietetic Services and Management	13 %
Bell, John	English	3 %
Bennett, Heidi	Business and Commerce, General	20 %
Bennett, Heidi	Business Administration	20 %
Birchall, Jill	Sign Language	47 %
Britton, Rebecca	Political Science	40 %
Casper-Denman, Kristina	History	20 %
Chao, Pamela	Sociology	40 %
Chou, Susan	Nutrition, Foods, and Culinary Arts	20 %
Czaja, Diane	Respiratory Care/Therapy	35 %
Driscoll, Jane	ESL Speaking/Listening	20 %
Duax, Paul	Speech Communication	40 %
Dumais, Laurence	Computer Networking	17 %
Fertel, Kristine	ESL Writing	27 %
Finnecy, Timothy	Physical Education	20 %
French, Benjamin	Automotive Technology	10 %
Garcia-Adams, Ines	Spanish	27 %
Gilman, Joseph	Music	20 %
Goold, Grant	Nursing	40 %
Gorre, Charissa	Administration of Justice	40 %
Harper, Eric	Automotive Technology	33 %
Harrison, Melissa	English	30 %
Heiser, Ceydy	Spanish	27 %
Hokerson, Lori	Psychology, General	40 %
Ilaga, Lisa	Respiratory Care/Therapy	52 %
Karp, Adam	Spanish	53 %
Limmaneeprasert, Oranit	ESL Writing	20 %

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#### REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023 American River College

0			
<u>Name</u>	<u>Subject</u>	<u>FT</u>	E
Limmaneeprasert, Oranit	ESL Speaking/Listening	20	%
Lysinger, Diana	German	27	%
Messier, Christopher	Welding Technology	55	%
Messier, Christopher	Art	7	%
Montgomery, Thoeung	ESL Writing	40	%
Moore, Reyna	Academic Guidance	60	%
Moran, Jeffrey	ESL Writing	20	%
Moran, Jeffrey	ESL Integrated	23	%
Nakada, Michael	Restaurant and Food Services Management	40	%
Paez, Alexander	Speech Communication	60	%
Riley, Lonetta	Administration of Justice	20	%
Sacha, Jeffrey	Sociology	20	%
Schuster, Randall	Drafting Technology	66	%
Shrope-Austin, David	Speech Communication	60	%
Shubb, Alisa	Speech Communication	40	%
Stokes, Clarence	Software Applications	15	%
Youngs, Cynthia	English	7	%
Zangeneh-Lester, William	Classics-Humanities	20	%

### REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023 Cosumnes River College

<u>Name</u>	<u>Subject</u>	<u>FT</u>	E
Aldredge, Teresa	Academic Guidance	8	%
Avalos, Amy	Guidance	7	%
Burris, Jessica	Psychology, General	60	%
Fagin, Edwin	Economics	40	%
Falloon, Matthew	English	20	%
Frazee, James	Psychology, General	35	%
Hutcheson, Heather	Creative Writing	20	%
Nahlen, Kari	Physical Education	35	%
Noel, Brian	Automotive Technology	63	%
Osman, Mohammed	Information Technology, General	20	%
Plasencia, Cesar	Health Education	20	%
Reed, Diana	History	40	%
Tavares, Tyrone	Counselor	6	%
Thomas-Fisk, Cory	Civil & Construction Mgmt Technology	25	%
Wohl, Matthew	Coordinator	6	%

### REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023 Folsom Lake College

<u>Name</u>	Subject	<u>FT</u>	<u>E</u>
Bradshaw, Jill Brown, Krisi	Human Services English	20 40	
Brown, Krisi	Reading	13	%
Cardwell, Paula	Speech Communication	20	%
Clark, Christopher	Guidance	13	%
Considine, Daniel	Philosophy	20	%
Eiteneer, Daria	Physics, General	7	%
Farrand, Brittney	English	10	%

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#### REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023 Folsom Lake College

-			
<u>Name</u>	<u>Subject</u>	FT	E
Genelsa, Abigail	Biology, General	8	%
Green, Dominik	Chemistry, General	32	%
Griffin, Nicole	Creative Writing	20	%
Karas, Stephanie	Administration of Justice	40	%
Longhitano, Amber	Counselor	3	%
Moraga, Juan Carlos	Spanish	30	%
Olsen, Marc	Mathematics, General	27	%
Patten Armbrust, Evelyn	Psychology, General	20	%
Pittman, Jason	Geography	5	%
Rauschkolb, Teresa	Academic Guidance	3	%
Swink, Mark	Health Education	13	%
Wallace, Jennifer	Dramatic Arts	30	%
Williamson, Andrew	English	33	%
Worth, Debra	Dance	13	%

#### **REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023** Sacramento City College

<u>Name</u>	<u>Subject</u>	<u>FT</u>	E
Allen, Randy	Journalism	30	%
Anderson, Catherine	Other Humanities	20	%
Beebe, Katelyn	Dental Assistant	8	%
Borenstein, Jennifer	Economics	40	%
Carmazzi, Paul	Management Development & Supervision	20	%
Carmazzi, Paul	Physical Education	15	%
Coppola, Jessica	Nutrition, Foods, and Culinary Arts	40	%
Crandley, Patrick	Electronic Game Design	21	%
Crandley, Patrick	Animation	28	%
Cypret, Phillip	Aviation Airframe Mechanics	17	%
Davis, Craig	Geography	2	%
Davis, Craig	Geographic Information Systems	22	%
Davis, Craig	Academic Guidance	20	%
Davis, Kia	Academic Guidance	20	%
De Mey, Suzanne	Accounting	27	%
deGennaro, Paul	Physiology (Includes Anatomy)	20	%
Delaini, David	Administration of Justice	20	%
Fabionar, David	Speech Communication	20	%
Felker, Jeffery	Reading	7	%
Fellman, Melissa	Dental Hygienist	3	%
Fitzpatrick, Kenneth	Drafting Technology	20	%
Gates, Jennine	Dental Hygienist	8	%
Goehring, Kevin	Aeronautical & Aviation Technology	23	%
Heningburg, Keith	Ethnic and Cultural Studies	20	%
Herlihy, John	Physical Education	2	%
Herlihy, John	Physical Fitness and Body Movement	10	%
Hernandez-Chaidez, Adan	Counselor	10	%
Johnson, Lawrence	Aviation Airframe Mechanics	17	%
Jones, Christine	Dental Hygienist	9	%
Karlsen, Jeffrey	Librarian	7	%
Knudson, Kandace	Coordinator	5	%
Knudson, Kandace	Coordinator	5	%
Lake, Brienne	Dental Hygienist	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

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

#### REGULAR EMPLOYEES - OVERLOAD ASSIGNMENTS Fall 2023 Sacramento City College

, ,			
<u>Name</u>	<u>Subject</u>	<u>FT</u>	<u>E</u>
Lucien, Darreis	Nursing	20	%
Manuel, Mara	Nursing	20	%
Marquez, Sabrina	Cosmetology and Barbering	48	%
Marsh, Gideon	Computer Programming	19	%
Marshall, Doris	Health Occupations, General	20	%
Mukarram, Abida	Computer Programming	35	%
Neilson, Wendy	Occupational Therapy Technology	7	%
Ngassam, Valery	Physics, General	60	%
Oh, Jang-Ha	Physical Education	15	%
Parks, Karen	Software Applications	8	%
Piscopo, Holly	History	60	%
Pogue, Brian	Coordinator	49	%
Robicheau, Loretta	Psychology, General	20	%
Robicheau, Loretta	Job Seeking/Changing Skills	7	%
Rohret, Valerie	Classics-Humanities	20	%
Sandoval, Priscilla	Sociology	40	%
Seddon, Christopher	Computer Graphics and Digital Imagery	7	%
Siu, Jennifer	Registered Nursing	24	%
Strimling, Amy	Child Development/Early Care & Education	40	%
Strimling, Amy	Children with Special Needs	20	%
Sullivan, Derek	Study Skills	20	%
Vargas-Onate, Jacqueline	Counselor	1	%
Walker, Dannie	Physical Education	10	%
Waxman, Robyn	Digital Media	8	%
Wong, Peter	Cosmetology and Barbering	20	%
Wyatt, David	Biology, General	2	%
Wyatt, David	Natural History	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 Employee bired 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

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# CLASSIFIED

APPOINTMENT(S)			
Name	Position	Assigned to	Effective <u>Date(s)</u>
Cervantes, Paul	Groundskeeper	FM	10/02/23
Elamrani, Maurice	Public Relations Technician	DO-SCC	10/02/23
Gorman, Shay	Admissions/Records Evaluator I	SCC	10/16/23
Koontz, Thomas	Groundskeeper	FM	10/02/23
Lopez, Erica	Administrative Assistant II	DO	09/18/23
Mendoza, Valeria	Administrative Assistant II	CRC	10/02/23
Mudik, Nadiya	Custodian	ARC	07/11/23 (Revised)
Naresh, Brandon	Clerk III	FLC	10/16/23
Powers, Lloyd	Maintenance Electronic/Alarm Technician	FM	10/02/23
Ramirez, Courtney	Instructional Assistant – Arts, Media and Entertainment, 9 months	CRC	10/09/23
Reyes, Chelsea	Account Clerk I, 62.5%	SCC	10/09/23
Rosca, Liliana	Admissions/Records Clerk II	ARC	10/23/23
Ruiz, Michael	Theater Technician	CRC	10/02/23
Smith, Tekaya	Student Personnel Assistant – Disabled Student Programs & Services (DSP&S)	ARC	10/16/23
Tolly, Shelby	Health Services Assistant	DO-FLC	09/18/23
Vaccaro, AntoiDominiquie	Account Clerk II	SCC	10/16/23
APPOINTMENT(S) LIMITE	ED TERM		
		Assigned	Effective

Name	Position	Assigned <u>to</u>	Effective <u>Date(s)</u>
Williams Kingsley, Sarah	Clerk III	ARC	10/02/23 – 08/31/26

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# CLASSIFIED

	1			
LEAVE(S) OF ABSENCE		Turne of	Assistand	Effective
<u>Name</u>	Position	Type of Leave	Assigned <u>to</u>	Effective <u>Date(s)</u>
Bontei, Chirechia	Administrative Assistant I	Personal, 100%	SCC	08/09/23 – 03/18/24
Larreynaga, Antonia	Student Support Specialis	t Personal, 20%	CRC	09/22/23 – 12/21/23
Ryan, Diana	Student Personnel Assistant – Disabled Student Programs & Services	Personal, 20%	FLC	09/11/23 – 11/06/23
PROMOTION(S)				
<u>Name</u>	New Position (Current Position)		Assigned to	Effective <u>Date(s)</u>
Bonomo, Ryan	Information Technology B	usiness/	ARC	09/18/23
	Technical Analyst I (Programmer II		ARC)	
Chang, Choua	Child Development Cente 9 months	r Lead Teacher,	CRC	10/09/23
	9 months 9 months	er Teacher,	CRC)	
Coleman, Julia	General Services Supervi Management	sor, Risk	DO	10/01/23
	(Risk Management Specia	alist	DO)	
Khripunov, Nighina	Senior Buyer/Contract Sp (Confidential Human Reso		DO	10/09/23
	Specialist I		DO)	
Lagat, Charito	Financial Aid Officer (Assistant Financial Aid O	fficer	DO-SCC DO-SCC)	09/18/23
Lee, Linda	Administrative Assistant I (Clerk III		SCC SCC)	10/02/23
Lor, Pammy	Payroll Specialist (Payroll Accountant		DO DO)	10/01/23

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## CLASSIFIED

# **PROMOTION(S), CONTINUED**

<u>Name</u>	New Position (Current Position)	Assigned <u>to</u>	Effective <u>Date(s)</u>
Lozano, Karla	Confidential Administrative Assistant III (Student Support Specialist	FLC FLC)	10/01/23
Luchenko, Vadim	Information Technology Specialist II - Microcomputer Support (Information Technology Specialist I –	DO	10/01/23
	Microcomputer Support	FLC)	
Mesa, Colleen	Educational Center Supervisor (Administrative Assistant I	FLC FLC)	10/01/23
Skryagina, Yekaterina	Instructional Services Assistant II (Clerk III	SCC ARC)	09/11/23 (Revised)
Vang, Kevin	Student Support Specialist (Student Personnel Assistant – Student	CRC	11/01/23
	Services	ARC)	
Vue, Houa	Student Support Specialist (Student Personnel Assistant – Counseling	CRC CRC)	10/02/23

# REASSIGNMENT(S)/TRANSFER(S)

<u>Name</u>	New Position (Current Position)	Assigned <u>to</u>	Effective <u>Date(s)</u>
Gibson-Wittrup, Joelle	Clerk II, 60%, 10 months (Clerk II, 50%, 12 months	ARC ARC)	10/09/23
Tran, Valerie	Laboratory Technician – Science (Laboratory Technician – Science	CRC SCC)	10/09/23

# **RECLASSIFICATION(S)**

<u>Name</u>	Proposed Position	Assigned	Effective
	(Current Position)	to	<u>Date(s)</u>
Benedychuk, Vasyl	Information Technology Specialist II (Information Technology Specialist I	SCC SCC)	08/25/23

# CLASSIFIED

# **RECLASSIFICATION(S), CONTINUED**

<u>Name</u>	Proposed Position (Current Position)	Assigned to	Effective <u>Date(s)</u>
Cunningham, Jason	Printing Technician (Printing Services Operator III	DO DO)	08/07/23
Dehoney, Eugene	Student Support Specialist (Student Personnel Assistant – Student	CRC	07/18/23
	Services	CRC)	
L'Ecluse, Danielle	Facilities Administrative Support Technician II	FM	08/18/23
	(Facilities Administrative Support Technician I	FM)	
McDowell, Steven	Senior Information Technology Business/Technical Analyst	DO	09/07/23
	(Information Technology Business/Technical Analyst II	DO)	
Meinz, Paul	Information Technology Business/Technical Analyst II	CRC	06/30/23
	(Information Technology		
	Business/Technical Analyst I	CRC)	
RESIGNATION(S)	Business/Technical Analyst I	CRC)	
RESIGNATION(S)	Business/Technical Analyst I           Position	CRC) Assigned <u>to</u>	Effective <u>Date(s)</u>
		Assigned	
Name	Position	Assigned to	<u>Date(s)</u>
<u>Name</u> Ables, Sonya	Position Clerk III	Assigned to ARC	<u>Date(s)</u> 10/06/23
<u>Name</u> Ables, Sonya Brunza, Alla	Position Clerk III Account Clerk II Instructional Services Assistant II	Assigned to ARC DO	<u>Date(s)</u> 10/06/23 09/16/23
<u>Name</u> Ables, Sonya Brunza, Alla Common, Amber	Position Clerk III Account Clerk II Instructional Services Assistant II Tutorial Services Assistant, 75%,	Assigned to ARC DO ARC ARC	<u>Date(s)</u> 10/06/23 09/16/23 09/09/23
<u>Name</u> Ables, Sonya Brunza, Alla Common, Amber Donohoe-Mather, Carolyn	Position Clerk III Account Clerk II Instructional Services Assistant II Tutorial Services Assistant, 75%, 10 months Instructional Assistant – Foreign Language	Assigned to ARC DO ARC ARC	<u>Date(s)</u> 10/06/23 09/16/23 09/09/23 10/13/23

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# CLASSIFIED

RESIGNATION(S), CON	TINUED		
Name	Position	Assigned <u>to</u>	Effective <u>Date(s)</u>
Smith, Robert	Student Personnel Assistant – Stud Services	ent ARC	10/07/23
RETIREMENT(S)			
Name	Position	Assigned <u>to</u>	Effective <u>Date(s)</u>
Clay, Christine	Financial Aid Officer (After 4+ years of regular service)	DO-SCC	12/31/23
Conver, James	Custodian (After 9+ years of regular service)	SCC	09/01/23
Hernandez, Andrea	Administrative Assistant I (After 22+ years of regular service)	SCC	12/31/23
llagan, Crisonia	Accountant (After 23+ years of regular service)	CRC	12/30/23
Lam, Peter	Senior Information Technology Spe Microcomputer Support (After 12+ years of regular service)		12/30/23
Lindsey, Barbara	Instructional Assistant – Tutorial Ce (After 8+ years of regular service)	enter FLC	12/22/23

Bibi, Nabeela Bloodworth, Bailey

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JMAN RESOURCES TRANSAC	TIONS page r		ober 18, 2023
Temporary Classified Employees Education Code 88003 (Per AB 500 The individuals listed below are ger interim assignments during the time	erally working in short term, intermittent or		
Name	Title	Effective Date	End Date
	American River College		
Ali Ridha, Lubna	Counseling Clerk I	08/25/2023	06/30/2024
Alnomani, Yousif	Counseling Clerk I	08/25/2023	06/30/2024
Brown, Adreia	Counseling Clerk II	08/25/2023	06/30/2024
Brown, Jared	Assistant Coach	08/21/2023	06/30/2024
Brownell, Glennda	Student Personnel Assistant	09/18/2023	06/30/2024
Catalan, Christian	Clerk I	08/16/2023	06/30/2024
Clemens, Joshua	Instructional Assistant	08/08/2023	06/30/2024
DeLeon, Jack	Instructional Assistant	08/14/2023	06/30/2024
Diaz, Michelle	Student Support Specialist	09/15/2023	06/30/2024
Fall, Rheann	Assistant Coach	08/21/2023	06/30/2024
Fuller, Kristin	Art Model	09/15/2023	06/30/2024
Garavito Penagos, Manuela	Instructional Assistant	08/28/2023	06/30/2024
Garcia, Joshua	Clerk I	07/24/2023	06/30/2024
Gatewood, Thomas	Instructional Assistant	07/01/2023	06/30/2024
Hernandez, Jazmin	Instructional Assistant	08/21/2023	06/30/2024
Humen, Yurii	Student Personnel Assistant	09/04/2023	06/30/2024
Johnston, Kendra	Child Dev Ctr Teacher	10/01/2023	06/30/2024
Kumar, Priyeshniel	Outreach Specialist	08/23/2023	06/30/2024
Lednicky Lehman, Melody	Special Projects	07/31/2023	06/30/2024
Mackin, Aaron	Assistant Coach	08/21/2023	06/30/2024
Martinez-Aguirre, Jonathan	Instructional Assistant	08/15/2023	06/30/2024
Mosleh, Yasameen	Clerk I	08/08/2023	06/30/2024
Mullah, Rida	Instructional Assistant	08/21/2023	06/30/2024
Renard, Jacob	Instructional Assistant	08/07/2023	06/30/2024
Reshetkin, Elisha	Instructional Assistant	07/25/2023	06/30/2024
Reynoso, Jorge	Instructional Assistant	07/10/2023	06/30/2024
Sepulveda, Maria	Student Support Specialist	08/18/2023	06/30/2024
Sondhi, Richard	Assistant Coach	10/02/2023	06/30/2024
Sorensen, Alexi	Instructional Assistant	08/29/2023	06/30/2024
Sumang, Asiarose	Counseling Clerk II	08/29/2023	06/30/2024
Torrence, Richard	Assistant Coach	08/21/2023	06/30/2024
Turner, Joseph	Alternate Media Design Special	08/25/2023	06/30/2024
Veirs, Michael	Student Support Specialist	08/23/2023	06/30/2024
Veldman, Annelies	Special Projects	08/07/2023	06/30/2024
Wasser, Garrett	Assistant Coach	08/21/2023	06/30/2024

# Cosumnes River College

Clerk I	09/14/2023	06/30/2024
Special Projects	09/05/2023	06/30/2024

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<u>Name</u>	<u>Title</u>	Effective Date End Date	,
	· · · · · ·		
Emmons, Julie	Athletic Trainer	09/11/2023 06/30/2024	4
Hargrove, Harvey	Assistant Coach	09/06/2023 06/30/2024	4
Ortega, George	Assistant Coach	09/18/2023 06/30/2024	4
Ortega, George	Special Projects	09/18/2023 06/30/2024	4
Salgado, Emely	Student Support Specialist	09/19/2023 06/30/2024	4
Vang, Joyce	Reader/Tutor I	08/07/2023 06/30/2024	4
Welch, Antonio	Special Projects	08/28/2023 06/30/2024	4

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

Clerk I Campus Patrol Clerk II Clerk I Campus Patrol Special Projects Campus Patrol	09/01/2023 07/01/2023 09/25/2023 09/15/2023 08/29/2023 09/11/2023 09/12/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024
· ·		06/30/2024 06/30/2024
Account Clerk II Special Projects	09/01/2023 08/21/2023	06/30/2024 06/30/2024
<u>District Office – American River Colle</u>	ge	
Student Personnel Assistant Financial Aid Clerk II	10/01/2023 09/05/2023	06/30/2024 06/30/2024
District Office - Cosumnes River Colle	ege	
Student Personnel Assistant Student Personnel Assistant	10/01/2023 10/01/2023	06/30/2024 06/30/2024
District Office - Folsom Lake Colleg	<u>e</u>	
Financial Aid Clerk I	10/09/2023	06/30/2024
Folsom Lake College		
Clerk II Special Projects Reader/Tutor I Account Clerk II Special Projects Athletic Trainer Special Projects Reader/Tutor I Clerk I Special Projects	08/25/2023 09/25/2023 08/25/2023 09/25/2023 08/25/2023 08/31/2023 08/25/2023 08/25/2023 09/25/2023 07/01/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024
	Campus Patrol Clerk II Clerk I Campus Patrol Special Projects Campus Patrol Special Projects Clerk I Account Clerk II Special Projects District Office – American River Colle Student Personnel Assistant Financial Aid Clerk II District Office - Cosumnes River Colle Student Personnel Assistant Student Personnel Assistant District Office - Folsom Lake College Financial Aid Clerk I <u>Folsom Lake College</u> Clerk II Special Projects Reader/Tutor I Account Clerk II Special Projects Athletic Trainer Special Projects Reader/Tutor I Clerk I	Campus Patrol         07/01/2023           Clerk II         09/25/2023           Clerk I         09/15/2023           Campus Patrol         08/29/2023           Special Projects         09/11/2023           Campus Patrol         09/12/2023           Special Projects         09/15/2023           Campus Patrol         09/12/2023           Special Projects         09/15/2023           Clerk I         09/25/2023           Account Clerk II         09/01/2023           Special Projects         08/21/2023           Special Projects         08/21/2023           Special Projects         08/21/2023           Special Projects         08/21/2023           Student Personnel Assistant         10/01/2023           District Office - Cosumnes River College         10/01/2023           Student Personnel Assistant         10/01/2023           District Office - Folsom Lake College         10/01/2023           Elsom Lake College         Financial Aid Clerk I         10/09/2023           Special Projects         09/25/2023         Reader/Tutor I           Account Clerk II         09/25/2023         Reader/Tutor I           Account Clerk II         09/25/2023         Special Projects         08/25/2023<

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Markus, Macy Markus, Macy Mata, Michael Porter, Dillon Siegrist, Rebecca Slovak, Ashley Tharratt, William Leo Tikhonova, Deanna Vigil, Felix Vigil, Felix Wilfley, Macey	Assistant Coach Special Projects Special Projects Special Projects Special Projects Special Projects Special Projects Special Projects Special Projects Assistant Coach Clerk I	09/01/2023 09/01/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 09/01/2023 09/01/2023 09/01/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024
	Sacramento City College		
Arguello, Nallely Badovinac, John Barrera, Vanessa Bell, Amira Chan, Allison Cornejo, John Early, Terrance Escobar, Nubia Eyles, Cameron Figueroa, Liliana Fuller, Kristin Goldstein, Elijah Hammon, Derlin Kent, James Kristoff, Debra Low, Shawana Marie Major, Maurisa Miller, Robyn	Clerk I Assistant Coach Student Personnel Assistant Student Support Specialist Special Projects Student Personnel Assistant Assistant Coach Student Personnel Assistant Clerk I Instructional Assistant Art Model Special Projects Special Projects Student Help Special Projects Art Model Instructional Assistant Instructional Assistant	09/04/2023 09/25/2023 08/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/05/2023 09/05/2023 09/01/2023 09/04/2023 09/04/2023 09/04/2023 09/04/2023 08/25/2023 08/25/2023 08/25/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024
Reeves, Faith Swimley, Patricia Troquato, Nicholas	Clerk I Assistant Coach Assistant Coach	09/11/2023 08/31/2023 08/23/2023	06/30/2024 06/30/2024 06/30/2024

# LOS RIOS COMMUNITY COLLEGE DISTRICT

## **PRESENTED TO BOARD OF TRUSTEES**

**DATE:** October 18, 2023

SUBJECT:	Board Policy Amendments: P-2211 Admission and Entrance Requirements;	ATTACHMENT: Yes	
	P-2242 Resident Status; P-2523 Student Health Services	ENCLOSURE: None	
AGENDA ITEM:	First Reading Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED	Ju Kin	CONSENT/ROUTINE	
BY:	Jacob Knapp, Chief Counsel	FIRST READING X	
APPROVED FOR	$l - \gamma$	ACTION	
CONSIDERATION:	Brian King, Chancellor	INFORMATION	

## BACKGROUND:

From time to time our Board Policies are reviewed to ensure internal consistency and compliance with applicable laws, as revised. The proposed changes to P-2211 Admission and Entrance Requirements, P-2242 Resident Status, and P-2523 Student Health Services include minor edits to ensure consistency with the California Education Code, internal regulations, and existing District programs and services. The proposed Board Policy amendments are necessary to reflect current state law and clarify District requirements. The proposed Board Policy amendments have been vetted through the District's standard policy development process, including a recommendation of approval from the District Academic Senate and the Chancellor's Cabinet.

## STATUS:

The proposed changes to P-2211 would clarify that any grade school or high school student may be admitted as a special admit student, with requisite approvals. Similarly, the proposed changes to P-2211 would clarify that students enrolled in an adult education program may also be admitted as special part time students consistent with Education Code section 76001. These changes reflect current legal and programmatic requirements for our dual enrollment programs.

The proposed change in P-2242 adds a statutory reference that includes dual enrollment students to the list of students exempt from Nonresident Tuition Fees, the Student Capital Outlay Fee, and the International Student Application Fee. This change brings District policy into compliance with recent changes to the Education Code.

The proposed change in P-2523 broadens the exemption for the Student Health Fee to all special part-time students, not just those enrolled in a K-12 school. This would include adult education program students, and would make P-2523 consistent with the changes proposed to P-2211 above (clarifying that students enrolled in an adult education program may also be admitted as special part time students consistent with Education Code section 76001).

## **RECOMMENDATION:**

These policies are presented for first reading.

# 1.0 Entrance Eligibility

- 1.1 The Colleges of the Los Rios Community College District shall admit any California resident, and may admit any nonresident, possessing a high school diploma or the equivalent thereof. The Los Rios Community College District Board of Trustees may by rule determine whether there shall be admitted any other person who is over 18 years of age and who, in the judgment of the Board of Trustees, is capable of profiting from the instruction offered. (Ed. Code, § 76000.)
- 1.2 Any grade school or high school student may be admitted for a limited program<u>as a</u> <u>special admit student</u> upon recommendation of the student's school principal, with parental consent and the approval of the College President. (Ed. Code, § 76001.)
- <u>1.3 Students enrolled in an adult education program may be admitted under the provisions of</u> <u>1.1 or, with the recommendation of the student's adult education program administrator</u> <u>may be admitted as special part-time students. (Ed. Code, § 76001.)</u>

# 2.0 Non-Discrimination

2.1 It is the policy of the District neither to discriminate against, nor exclude from participation in any benefits or activities related to registration, enrollment, or any other phases of the instructional program or student activities, any otherwise qualified person on the grounds of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status. (Ed. Code, § 72011, Cal. Code Regs., tit. 5, § 59300.)

# 3.0 Open Enrollment

3.1 The District shall be an open district allowing students free choice of attendance at any of the member colleges with no boundary lines established; however, the District abides by restrictions on athletic participation as defined in the Athletic Code of the Community College League of California.

# 4.0 Open Classes

4.1 It is the policy of this District that until maximum enrollment is reached and unless specially exempted by statute or regulation, every course, course section or class offered by the District, for which the number of full-time equivalent students is reported for state apportionment purposes, shall be fully open to enrollment and participation by any person who has been admitted to the College(s) and who meets such prerequisites as may be established by the District.

# 5.0 Registration Priorities

5.1 The District may adopt a registration priority system which shall incorporate all priority classifications required by law.

	LRCCD Policy Adopted:	3/10/65
ADMISSIONS AND RECORDS	Admission and Entrance	P-2211
	Requirements	
Enrollment		2 of 2

## LRCCD

 Policy Revised:
 1/17/68; 11/19/80; 2/10/82; 1/24/96; 1/16/02; 6/18/08; 1/11/12; 11/9/16

 Policy Reviewed:
 11/9/16

 Adm. Regulation
 R-2211

## Student Residency

# 1.0 Resident Student Defined

- 1.1 A resident for community college admissions is a student who had legal residence in California for more than one (1) year immediately preceding the residence determination date or who is entitled to residency classification under the Education Code and California Code of Regulations, Title 5. All other students are nonresident students. (Ed. Code, §§ 68017, 68018, 68060-68075, 68076-68080, 68082-68085, 68100, 76140.5) Nonresident students who are both citizens and residents of a foreign country are international students.
- 1.2 Students who are exempt from the Nonresident Tuition Fees under Education Code, sections 68130.5, 76140, subdivisions (a)(4) & (a)(5), 76140.5 and/or Title 5 Regulations shall be exempt from the Nonresident Tuition Fee, the Student Capital Outlay Fee, and the International Student Application Fee. (Ed. Code, §§68130.5, 68085.5, 76140, subd. (a)(4) & (a)(5), 76140.5)
- 1.3 The Chancellor of the Los Rios Community College District or designee is authorized to evaluate information presented by an applicant for admission and to make determination of residence. (Title 5, §§ 54000-54072)

LRCCD

Policy Adopted:	5/17/67
Policy Revised:	3/7/73; 3/6/74; 11/19/80; 2/10/82; 1/24/96; 9/9/15
Policy Reviewed:	9/9/15
Adm. Regulation	<u>R-2242</u>

Student Health Services

# 1.0 Student Health Services

1.1 Each College shall maintain a health service program that reflects the overall philosophy of the college and is responsive to the needs of its students, within the confines of available funding. (Education Code §§ 76400-76409)

# 2.0 Student Health Fee

- 2.1 All full-time and part-time students shall be charged a maximum health fee allowable each primary term enrolled to support health supervision and services for students. The following students are exempt from paying the fee:
  - 2.1.1 Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
  - 2.1.2 Students who are attending a community college under an approved apprenticeship training program.
  - 2.1.3 Students who meet the income standards for the California College Promise Grant (Part A only).
  - 2.1.4 Students currently incarcerated.
  - 2.1.5 Students admitted as special part-time students (K-12).
  - 2.1.6 Students enrolled only in Public Safety Training Center courses.
  - 2.1.7 Students enrolled only in UC Davis Co-Op program courses.
- 2.2 Students exempted under Section 2.1.4, 2.1.5, 2.1.6, and 2.1.7 above are not eligible to receive the services of the college health program, unless they opt to pay the fee; all other exempted students are eligible to receive the services.
- 2.3 Except in cases where it is allowable under the law, health services will not be provided to minors under the age of eighteen (18), unless the student has a consent for treatment signed by his or her parent or guardian.

LRCCD

6/30/65
4/23/69; 11/19/80; 2/10/82; 6/13/18
6/13/18
<u>R-2523</u>

# LOS RIOS COMMUNITY COLLEGE DISTRICT

## PRESENTED TO BOARD OF TRUSTEES

DATE: October 18, 2023

SUBJECT:	Public Hearing: College and Career Access	ATTACHMENT: Yes	
	Pathways (CCAP) Memorandum of Understanding: Heritage Peak Charter School	ENCLOSURE: None	
AGENDA ITEM:	Action Item A	TYPE OF BOARD CONSIDERATIO	ON:
RECOMMENDED	Jar me	CONSENT/ROUTINE	
BY:	Jamey Nye, Deputy Chancellor	FIRST READING	
APPROVED FOR	f - y.	ACTION	Х
CONSIDERATION:	Brian King, Chancellor	INFORMATION	

## BACKGROUND:

With the passage of Assembly Bill 102, California community college districts are authorized to enter into a College and Career Access Pathways Partnership with a charter school to expand opportunities for high school students to take college courses during the regular school day and for community colleges to claim apportionment. To go forward with this program, the law requires community college districts and charter schools to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the charter school.

## STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Heritage Peak Charter School. There are no significant differences between this MOU and our standard CCAP MOU template. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college. Beginning Spring 2024, classes will be offered to High School students attending Heritage Peak Charter School. At the completion of these classes, students will earn credit toward multiple degree or certificate programs within their relevant college's catalog.

## **RECOMMENDATION:**

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

## Memorandum of Understanding Regarding Dual Enrollment Between the Los Rios Community College District and Heritage Peak Charter School

This Memorandum of Understanding ("MOU") is between the Los Rios Community College District and its respective colleges ("LRCCD"), and Heritage Peak Charter School ("CHARTER").

# RECITALS

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

**WHEREAS,** CHARTER is a charter school located in Sacramento County and governed by Twin Rivers Unified School District;

WHEREAS, the parties desire to enter into a College and Career Access Pathways partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288;

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

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

**WHEREAS,** the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship;

**WHEREAS,** this MOU contemplates that the parties will enter into a related Course Agreement ("CA") for the individual Courses ("Courses") offered under this MOU, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

**WHEREAS,** the parties intend for LRCCD to report full-time equivalent students ("FTES") and obtain state apportionment for the subject Courses given through this MOU in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, all Courses will be held within LRCCD's District boundaries;

**WHEREAS**, this dual enrollment agreement has been approved by the Board of CHARTER on 9/27/2023 and the Board of LRCCD on 10/18/2023;

NOW, THEREFORE, the parties mutually agree as follows:

# TERMS

- **1.** <u>**Recitals**</u>. The above recitals are incorporated herein and made a part of this MOU.
- 2. <u>Effective Date and Duration</u>. This MOU shall be effective on the date authorized representatives of both parties sign it. This MOU renews automatically on an annual basis, until either party indicates a desire to change or discontinue the MOU.
- 3. <u>Early Termination</u>. This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in LRCCD Courses under this MOU shall be allowed to complete those Courses prior to the termination of this MOU.

The indemnification provisions contained in this MOU shall survive termination.

4. <u>Course Agreements</u>. The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular Course or Courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.

# 5. <u>Required Information</u>.

- A. The total number of high school students to be served by this MOU is estimated at approximately 25-30 students per academic year.
- B. The total number of full-time equivalent students ("FTES") projected to be claimed by LRCCD for apportionment under this MOU will be calculated using the California Community College apportionment formula and will be determined based on the number of LRCCD units each student participant is enrolled in per academic year. The total number of FTES to be served by this MOU is estimated at approximately 4.1 students per academic year.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:
  - i. Students will complete the College's Dual Enrollment Application Process for Participation which may include:
    - a. Enroll in a Prerequisite Course if required
    - b. Recommendation and/or requirement to enroll in an entry level college course prior to participation in other general education courses
- D. The point of contact for LRCCD is Deputy Chancellor Jamey Nye. The point of contact for CHARTER is Dan McLaughlin, Assistant Director of Student Services, Pacific Charter Institute.
- E. All sharing of information between LRCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act ("FERPA") and California law. Where exceptions to those laws allow LRCCD and the District to share information without the consent of the students, LRCCD and the District will follow the requirements of FERPA and California law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party's control. Where there is no exception to share student data, a signed, dated release from the student (or parent or legal guardian of a minor student) explicitly authorizing the sharing of personally identifiable information about the student will be required.
- F. LRCCD and CHARTER shall not utilize Joint Use Facilities. Instruction shall occur on the CHARTER campuses, LRCCD campuses and/or in online spaces hosted by LRCCD.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by LRCCD. The consent form shall be submitted to and be maintained by LRCCD. Pursuant to LRCCD Policy and Regulation, LRCCD data

concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

## 6. <u>Required Certifications</u>.

- A. The Board of Trustees of LRCCD and CHARTER will pass a resolution approving this MOU as required under Education Code section 76004.
- B. All college Course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a Course on a CHARTER campus will not have been convicted of sex offenses or controlled substance offenses. (Cal. Ed. Code, sections 87010, 80711.)
- D. LRCCD faculty teaching a Course at a CHARTER campus will not displace or cause the termination of an existing CHARTER teacher teaching the same course on the CHARTER campus.
- E. CHARTER teachers teaching a Course offered for college credit at a CHARTER school will not displace or cause the termination of an existing LRCCD faculty teaching the same Course at LRCCD.
- F. Community college Courses offered for college credit at the CHARTER campus will not reduce access to the same Courses offered at LRCCD colleges.
- G. Any LRCCD community college Course that is oversubscribed or has a waiting list at LRCCD will not be offered within the partnership.
- H. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4.
- I. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges.
- J. Both LRCCD and CHARTER will comply with local collective bargaining requirements and all state and federal reporting requirements.
- 7. <u>Regulatory Requirements for State Apportionment Purposes Applicable to</u> <u>All Courses Conducted Under the Terms of This MOU</u>. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>Responsibilities of Each Party</u>. LRCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and LRCCD is responsible for the Courses.

The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the CHARTER. This MOU is subject to existing CHARTER Board Policy on Dual Enrollment.

- B. <u>Enrollment Period</u>. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. <u>Number of Course Hours Sufficient to Meet the Stated Performance</u> <u>Objectives</u>. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. <u>Supervision and Evaluation of Students</u>. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations. During class time, all students will be under the immediate supervision of an employee of LRCCD. Where a health or safety emergency arises at a class, the school overseeing the course location will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students. Discipline for actions taken during College Courses will be pursuant to the LRCCD Board Policies and Administrative Regulations. For purposes of this paragraph all CHARTER employees who are teaching the Courses shall be deemed to be employees of LRCCD. The school overseeing the course location shall be responsible for all ADA and Individual Education Plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. <u>Withdrawal Prior to Completion of the Course</u>. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD guidelines, policies, pertinent statutes and regulations.
- F. <u>Right to Control and Direct Instructional Activities</u>. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also CHARTER personnel.
- G. <u>Minimum Qualifications for Faculty Teaching Courses</u>. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.

- H. <u>Facilities</u>. CHARTER will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to LRCCD or students. CHARTER agrees to clean, maintain, and safeguard CHARTER's premises. CHARTER warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- Equipment. CHARTER will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all CHARTER students. The parties understand that such equipment and materials are CHARTER's sole property. The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. CHARTER understands that no equipment or materials fee may be charged to students. Students in a Course who are not enrolled in CHARTER shall be provided course materials, specialized equipment, and other necessary equipment as specified in LRCCD Policies.
- J. <u>Enrollment</u>. Enrollment shall be open to any CHARTER pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

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

LRCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. CHARTER will assist LRCCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

K. <u>Enrollment Fees</u>. Pursuant to LRCCD Board Policy, Education Code sections 76300(f), and 76004, students enrolled in Courses under this MOU shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121

(child development center fees). Students enrolled in these Courses will pay all other applicable fees (i.e. Universal Transit Fee, or other fees, etc.).

- L. <u>Records of Student Attendance and Achievement</u>. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD.
- M. <u>Ancillary Support Services for Students</u>. Both LRCCD and CHARTER shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
- 8. <u>Liaison</u>. At no cost to the CHARTER, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and CHARTER. LRCCD will provide CHARTER personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the LRCCD's application procedures.
- **9.** <u>Support Staff</u>. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>CHARTER to Provide Support Services</u>. Unless otherwise provided for in a related CA, CHARTER will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
  - B. <u>CHARTER is Responsible for its Own Personnel</u>. CHARTER's personnel will perform these services on duty time. CHARTER personnel performing these services will be employees solely of CHARTER, subject to the authority of CHARTER, but will also be subject to the direction of LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.
- **10. <u>Faculty</u>**. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>LRCCD to Select and Employ Faculty</u>. LRCCD will select faculty pursuant to its own policies, regulations and the law. CHARTER personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of CHARTER, specifically with regard to their duties as CHARTER

employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the Course is offered.

- B. <u>Faculty</u>. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. <u>LRCCD Shall Determine Faculty Requirements</u>. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.
- D. <u>Orientation Meeting</u>. Faculty shall attend an orientation meeting if scheduled and LRCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
- **11.** <u>Instruction</u>. All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All Courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.
- 12. Facilities. The parties contemplate that primarily, the facilities of the CHARTER will be utilized to carry out the goals of this MOU and any related CA, although from time to time LRCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. CHARTER agrees to defend, hold harmless, and indemnify LRCCD and its governing board, officers, employees, independent contractors. subcontractors. administrators. and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third party be injured as a result of or connected with the condition of the CHARTER's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.
- **13.** <u>Workers' Compensation</u>. CHARTER shall be the "primary employer" for all its personnel who perform services as support staff. CHARTER shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective CHARTER personnel made in connection with performing services and receiving instruction under this MOU or any related CA. CHARTER agrees to hold harmless, indemnify, and defend LRCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by CHARTER personnel connected

with providing services under this MOU or any related CA. CHARTER is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the CHARTER. These provisions may not be voided, modified nor waived by a related CA.

- **14.**<u>**Reporting Requirements.**</u> Annually, LRCCD and CHARTER shall report all of the following information to the office of the Chancellor of the California Community Colleges:
  - A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
  - C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
  - D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

# 15. Indemnification.

- A. CHARTER shall defend, hold harmless, and indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of CHARTER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. LRCCD shall defend, hold harmless, and indemnify CHARTER, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent,

wrongful, or willful acts or omissions of LRCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- C. CHARTER shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify CHARTER, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify CHARTER, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that CHARTER or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

# 16. Insurance Requirements.

- A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors associated with this agreement to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:
  - i. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
  - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each party's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request. each party shall furnish copies of any and/or all of the required insurance policies.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.
- 17. <u>Discrimination and Harassment</u>. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
- 18. <u>Entire Agreement</u>. This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.

- **19.** <u>Amendment</u>. The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- **20.** <u>Waiver</u>. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- **21.**<u>Assignment</u>. Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.
- **22.** <u>Parties in Interest</u>. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
- **23.**<u>Severability</u>. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
- 24. <u>Notices</u>. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- **25.** <u>Authority to Enter Into MOU</u>. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.</u>
- **26.** <u>Status of the Parties</u>. Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. CHARTER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. CHARTER shall be solely responsible for withholding and paying all

applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.

- 27. <u>Retention and Audit of Records</u>. Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 28. <u>Governing Law and Venue</u>. This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Sacramento County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

LOS RIOS COMMUNITY COLLEGE DISTRICT Heritage Peak Charter School

By:

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

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

#### **COURSE AGREEMENT**

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

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

2. The approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: https://losrios.edu/academics.

3. CHARTER students may be added to a section from any course listed below in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess an MOU and agreement through LRCCD AND pending availability of an open seat.

4. The high school(s) served by this agreement include: Heritage Peak Charter School.

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

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

#### 6. The Vision for Success Goals that align with this agreement are:

٦	Over five years, increase by at least 20 percent the number of California Community College students annually who acquire associate
	degrees, credentials, certificates, or specific skill sets that prepare them for an in-demand job.

- Over five years, increase by 35 percent the number of California Community College students transferring annually to a UC or CSU.
- Over five years, decrease the average number of units accumulated by California Community College students earning associate degrees.
- Over five years, increase the percent of exiting CTE students who report being employed in their field of study.

Reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student
groups.

Over five years, reduce regional achievement gaps across all of the above measures through faster improvements among colleges located in regions with the lowest educational attainment of adults.

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

CB01 Course Department Name and Number	CB02 Course Title	Units	Time	Day(s)	Term	Location - College Campus Name or School Name	Modality (Hybrid= Online)	Number of Course Sections to be offered	Estimated # of Students	Estimated FTES to be claimed by LRCCD	Pathway Aligned
ENGWR 300	College Composition	3	Asynchronous	Asynchronous	SP24	American River College	Online Asynchronous	1	20	2.1	Preparation for Transfer
HCD 310	College Success	3	Asynchronous	Asynchronous	SP24	American River College	Online Asynchronous	1	20	2.1	College and Career Readiness
							Totals:	2	20	4.1	

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



# **Pacific Charter Institute**

#### RESOLUTION OF PACIFIC CHARTER INSTITUTE BOARD OF DIRECTORS (A California Non-Profit Public Benefit Corporation)

#### **Resolution #2-2023-2024**

A RESOLUTION regarding approval of a Memorandum of Understanding with Los Rios Community College District and its respective colleges.

WHEREAS, Pacific Charter Institute, dba Heritage Peak Charter School ("HPCS" or the "Charter School") is a California public charter school operated as a nonprofit public benefit corporation under the direction and management of the Pacific Charter Institute Board of Directors (the "Board"), which is vested with the authority necessary to operate educational programs for the benefit of California school children; and

WHEREAS, HPCS wishes to enter into a Memorandum of Understanding ("MOU") with Los Rios Community College District and its respective colleges ("LRCCD"), so that the parties may enter into a College and Career Access Pathways partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288 and Education Code Section 76004;

WHEREAS, the purpose of this MOU will be 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.

**NOW THEREFORE, BE IT RESOLVED** that the Board hereby approves the MOU, is substantially the same form as attached as Exhibit A.

ADOPTED by the Board at a special meeting thereof on September 27, 2023.

AYES: 5 NOS: 0 ABSTENTIONS: 0

I, Leanna Comer, am the Board Secretary of the Heritage Peak Charter School Board of Directors. I hereby certify that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors on September 27, 2023, and that this resolution has not been revoked.

Leanna Comer, Board Secretary

Date: September 27, 2023\_\_\_\_\_

#### PRESENTED TO BOARD OF TRUSTEES

DATE: October 18, 2023

SUBJECT:	Public Hearing: College and Career Access	ATTACHMENT: Yes		
	Pathways (CCAP) Memorandum of Understanding: Sacramento New Technology High School	ENCLOSURE: None		
AGENDA ITEM:	Action Item B	TYPE OF BOARD CONSIDERATION:		
RECOMMENDED	gar me	CONSENT/ROUTINE		
BY:	Jamey Nye, Deputy Chancellor	FIRST READING		
APPROVED FOR	Krim King	ACTION	х	
CONSIDERATION:	Brian King, Chancellor	INFORMATION		

#### BACKGROUND:

With the passage of Assembly Bill 102, California community college districts are authorized to enter into a College and Career Access Pathways Partnership with a charter school to expand opportunities for high school students to take college courses during the regular school day and for community colleges to claim apportionment. To go forward with this program, the law requires community college districts and charter schools to enter into a Memorandum of Understanding approved by the governing boards of both the community college district and the charter school.

#### STATUS:

The proposed College and Career Access Pathways (CCAP) Memorandum of Understanding (MOU) is between the Los Rios Community College District and Sacramento New Technology High School. There are no significant differences between this MOU and our standard CCAP MOU template. The purpose of the MOU is to offer and expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college. Beginning Spring 2024, classes will be offered to High School students at Sacramento New Technology High School. At the completion of these classes, students will earn credit toward multiple degree or certificate programs within their relevant college's catalog.

#### **RECOMMENDATION:**

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

#### Memorandum of Understanding Regarding Dual Enrollment Between the Los Rios Community College District and Sacramento New Technology High School

This Memorandum of Understanding ("MOU") is between the Los Rios Community College District and its respective colleges ("LRCCD"), and Sacramento New Technology High School ("CHARTER").

#### RECITALS

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

**WHEREAS,** CHARTER is a charter school located in Sacramento County and governed by Sacramento City Unified School District;

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

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

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

**WHEREAS,** the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship;

WHEREAS, this MOU contemplates that the parties will enter into a related Course Agreement ("CA") for the individual Courses ("Courses") offered under this MOU, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the parties intend for LRCCD to report full-time equivalent students ("FTES") and obtain state apportionment for the subject Courses given through this MOU in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, all Courses will be held within LRCCD's District boundaries;

WHEREAS, this dual enrollment agreement has been approved by the Board of CHARTER on August 24, 2023 and the Board of LRCCD on September 13, 2023;

**NOW**, **THEREFORE**, the parties mutually agree as follows:

#### TERMS

- 1. <u>Recitals</u>. The above recitals are incorporated herein and made a part of this MOU.
- 2. <u>Effective Date and Duration</u>. This MOU shall be effective following its approval by the governing board of each party and on the date authorized representatives of both parties sign it. This MOU renews automatically on an annual basis, until either party indicates a desire to change or discontinue the MOU.
- 3. <u>Early Termination</u>. This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in LRCCD Courses under this MOU shall be allowed to complete those Courses prior to the termination of this MOU.

The indemnification provisions contained in this MOU shall survive termination.

4. <u>Course Agreements</u>. The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of an individual CA may differ from this MOU as necessary, including eligibility requirements for students to enroll in a particular course or courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of that particular CA, and will only be effective as to that particular CA.

#### 5. Required Information.

- A. The total number of high school students to be served by this MOU is estimated at approximately 70 students per academic year.
- B. The total number of full time equivalent students ("FTES") projected to be claimed by LRCCD for apportionment under this MOU will be calculated using the California Community College apportionment formula and will be determined based on the number of LRCCD units each student participant is enrolled in per academic year. The total number of FTES to be served by this MOU is estimated at approximately 7.2 students per academic year.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:
  - i. Students will complete the College's Dual Enrollment Application Process for Participation which may include:
    - a. Enrollment in a Prerequisite Course if required
    - b. Recommendation and/or requirement to enroll in an entry level college course prior to participation in other general education courses
- D. The point of contact for LRCCD is Deputy Chancellor Jamey Nye. The point of contact for CHARTER is Jessica R. Martin, Principal at Sacramento New Technology High School.
- E. All sharing of information between LRCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act ("FERPA") and California law. Where exceptions to those laws allow LRCCD and the District to share information without the consent of the students, LRCCD and the District will follow the requirements of FERPA and California law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party's control. Where there is no exception to share student data, a signed, dated release from the student (or parent or legal guardian of a minor student) explicitly authorizing the sharing of personally identifiable information about the student will be required.
- F. LRCCD and CHARTER shall not utilize Joint Use Facilities. Instruction shall occur on the CHARTER campuses, LRCCD campuses and/or in online spaces hosted by LRCCD.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by LRCCD. The consent form shall be submitted to and be maintained by LRCCD. Pursuant to LRCCD Policy and Regulation, LRCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

#### 6. Required Certifications.

- A. The Board of Trustees of LRCCD and CHARTER will pass a resolution approving this MOU as required under Education Code section 76004.
- B. All college Course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a Course on a CHARTER campus shall not have been convicted of sex offenses or controlled substance offenses. (Cal. Ed. Code, sections 87010, 80711.)
- D. LRCCD faculty teaching a Course at a CHARTER campus shall not displace or cause the termination of an existing CHARTER teacher teaching the same course on the CHARTER campus.
- E. CHARTER teachers teaching a Course offered for college credit at a CHARTER school will not displace or cause the termination of an existing LRCCD faculty teaching the same Course at LRCCD.
- F. Community college Courses offered for college credit at the CHARTER campus will not reduce access to the same Courses offered at LRCCD colleges.
- G. Any LRCCD community college Course that is oversubscribed or has a waiting list at LRCCD will not be offered within the partnership.
- H. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4.
- I. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges.
- J. Both LRCCD and CHARTER will comply with local collective bargaining requirements and all state and federal reporting requirements.
- 7. <u>Regulatory Requirements for State Apportionment Purposes Applicable to</u> <u>All Courses Conducted Under the Terms of This MOU</u>. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>Responsibilities of Each Party</u>. LRCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and LRCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the

CHARTER. This MOU is subject to existing CHARTER Board Policy on Dual Enrollment.

- B. <u>Enrollment Period</u>. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. <u>Number of Course Hours Sufficient to Meet the Stated Performance</u> <u>Objectives</u>. LRCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. <u>Supervision and Evaluation of Students</u>. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations. During class time, all students will be under the immediate supervision of an employee of LRCCD. Where a health or safety emergency arises at a class, the school overseeing the course location will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students. Discipline for actions taken during College Courses will be pursuant to the LRCCD Board Policies and Administrative Regulations. For purposes of this paragraph all CHARTER employees who are teaching the Courses shall be deemed to be employees of LRCCD. The school overseeing the course location plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. <u>Withdrawal Prior to Completion of the Course</u>. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD guidelines, policies, pertinent statutes and regulations.
- F. <u>Right to Control and Direct Instructional Activities</u>. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also CHARTER personnel.
- G. <u>Minimum Qualifications for Faculty Teaching Courses</u>. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.
- H. <u>Facilities</u>. CHARTER will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to LRCCD or students. CHARTER agrees to clean, maintain, and safeguard CHARTER's

premises. CHARTER warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- Equipment. CHARTER will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all CHARTER students. The parties understand that such equipment and materials are CHARTER's sole property. The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. CHARTER understands that no equipment or materials fee may be charged to students. Students in a Course who are not enrolled in CHARTER shall be provided course materials, specialized equipment, and other necessary equipment as specified in LRCCD Policies.
- J. <u>Enrollment</u>. Enrollment shall be open to any CHARTER pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD. Applicants must meet the standards and prerequisites of the LRCCD.

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

LRCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. CHARTER will assist LRCCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

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

- L. <u>Records of Student Attendance and Achievement</u>. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD.
- M. <u>Ancillary Support Services for Students</u>. Both LRCCD and CHARTER shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
- 8. <u>Liaison</u>. At no cost to the CHARTER, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and CHARTER. LRCCD will provide CHARTER personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the LRCCD's application procedures.
- **9.** <u>Support Staff</u>. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>CHARTER to Provide Support Services</u>. Unless otherwise provided for in a related CA, CHARTER will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
  - B. <u>CHARTER is Responsible for its Own Personnel</u>. CHARTER's personnel will perform these services on duty time. CHARTER personnel performing these services will be employees solely of CHARTER, subject to the authority of CHARTER, but will also be subject to the direction of LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.
- **10.** <u>Faculty</u>. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
  - A. <u>LRCCD to Select and Employ Faculty</u>. LRCCD will select faculty pursuant to its own policies, regulations and the law. CHARTER personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of CHARTER, specifically with regard to their duties as CHARTER employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the Course is offered.

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- B. <u>Faculty</u>. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. <u>LRCCD Shall Determine Faculty Requirements</u>. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.
- D. <u>Orientation Meeting</u>. Faculty shall attend an orientation meeting if scheduled and LRCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
- 11. <u>Instruction</u>. All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All Courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.
- 12. Facilities. The parties contemplate that primarily, the facilities of the CHARTER will be utilized to carry out the goals of this MOU and any related CA, although from time to time LRCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. CHARTER agrees to defend, hold harmless, and indemnify LRCCD and its governing board, officers, employees, administrators. independent contractors. subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third party be injured as a result of or connected with the condition of the CHARTER's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.
- 13. Workers' Compensation. CHARTER shall be the "primary employer" for all its personnel who perform services as support staff. CHARTER shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective CHARTER personnel made in connection with performing services and receiving instruction under this MOU or any related CA. CHARTER agrees to hold harmless, indemnify, and defend LRCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by CHARTER personnel connected with providing services under this MOU or any related CA. CHARTER is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the CHARTER. These provisions may not be voided, modified nor waived by a related CA.

- **14.** <u>Reporting Requirements</u>. Annually, LRCCD and CHARTER shall report all of the following information to the office of the Chancellor of the California Community Colleges:
  - A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
  - C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
  - D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

#### 15. Indemnification.

- A. CHARTER shall defend, hold harmless, and indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of CHARTER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. LRCCD shall defend, hold harmless, and indemnify CHARTER, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs. including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of LRCCD, its employees, agents, independent contractors, consultants. other subcontractors, or representatives.
- C. CHARTER shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees,

independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify CHARTER, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that CHARTER or LRCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

#### 16. Insurance Requirements.

- A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors associated with this agreement to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:
  - 1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
  - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each party's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for

losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance policies.

- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.
- 17. Discrimination and Harassment. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
- 18. <u>Entire Agreement</u>. This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.
- **19.** <u>Amendment</u>. The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- **20.** <u>Waiver</u>. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

- **21.** <u>Assignment</u>. Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.
- 22. <u>Parties in Interest</u>. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
- **23.** <u>Severability</u>. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
- 24. <u>Notices</u>. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- 25. <u>Authority to Enter Into MOU</u>. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.
- **26.** <u>Status of the Parties</u>. Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. CHARTER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. CHARTER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.</u>
- 27. <u>Retention and Audit of Records</u>. Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

12 **89**  **28.** <u>Governing Law and Venue</u>. This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Sacramento County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

LOS RIOS COMMUNITY COLLEGE DISTRICT Sacramento New Technology High School

By:\_\_

Date:

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

Date: 9 7 23 Bv:

Jessica R. Martin Principal 1400 Dickson Street Sacramento, CA 95822 (916) 395-5254 jessica.martin@snths.org

#### COURSE AGREEMENT

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

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

2. The approved curriculum and course outlines applicable to these courses are available online at the LRCCD website: https://losrios.edu/academics.

3. CHARTER students may be added to a section from any course listed below in combination with other dual enrolled high school students provided those likewise recognized CCAP districts or charter schools possess an MOU and agreement through LRCCD and pending availability of an open seat.

4. The high school(s) served by this agreement include: Sacramento New Technology High School

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

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

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

- Over five years, increase by at least 20 percent the number of California Community College students annually who acquire associate degrees, credentials, certificates, or specific skill sets that prepare them for an in-demand job.
- Over five years, increase by 35 percent the number of California Community College students transferring annually to a UC or CSU.
- Over five years, decrease the average number of units accumulated by California Community College students earning associate degrees.
- Over five years, increase the percent of exiting CTE students who report being employed in their field of study.
- Reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups.
- Over five years, reduce regional achievement gaps across all of the above measures through faster improvements among colleges located in regions with the lowest educational attainment of adults.
- 7. The names, locations, and times of the potential courses to be taught are as follows in the chart below:

CB01 Course Department Name and Number		Units	Time	Day(s)	Term	Location - College Campus Name or School Name	Modality (Hybrid= Online)	Sections to	Studente	Estimated FTES to be claimed by LRCCD	Pathway Aligned
HCD 310	College Success	3	Asynchronous	Asynchronous	SP24	SCC Online	Online Asynchronous	1	40	4.1	Preparation for Transfer
DEAF 310	American Sign Language I	4	Asynchronous	Asynchronous	SP24	SCC Online	Online Asynchronous	1	30		and it with a total man
							Totals:	2	70	7.2	

LOS RIOS COMMUNITY COLLEGE DISTRICT	SACRAMENTO NEW TECHNOLOGY HIGH SCHOOL
By:Date: Dr. Jamey Nye	By: Date: 9/7/23 Jessica R. Martin
Deputy Chancellor	Principal
1919 Spanos Court	1400 Dickson Street
Sacramento, CA 95825	Sacramento, CA 95822
(916) 568-3031	(916) 395-5254
nyej@losrios.edu	jessica.martin@snths.org

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Contract Award: CRC Beach Volleyball Rebid	ATTACHMENT: None			
	Rebiu	ENCLOSURE: None			
AGENDA ITEM:	Action Item C	TYPE OF BOARD CONSIDERATION:			
RECOMMENDED	Upz	CONSENT/ROUTINE			
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING			
APPROVED FOR	Raine Xim	ACTION X			
CONSIDERATION:	Brian King, Chancellor	INFORMATION			

#### BACKGROUND:

This campus funded project will create a new women's intercollegiate sport. The project will provide 6 new sand volleyball courts, including site improvements such as a perimeter fence, ADA compliant pathway and pedestrian circulation, drainage improvements and electrical infrastructure and site lighting as well as a PA system. It will also provide for an efficient use of existing resources; increase college FTES; strengthen Title IX compliance and the water savings generated will result in increased sustainability. Finally, the project will increase rental and fundraising capacity for CRC.

#### STATUS:

The plans and specifications for Bid 23000R were publicly advertised for bids. Bidders were asked to provide a total bid amount. A total of 4 responsive bids were received.

		ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE	
Contractor Name	Base Bid	NO. 01:	NO. 02a	NO. 02b	NO. 03:	NO. 04	Total Bid
Abide Builders, Inc.	\$866,995.00	\$52,769.00	\$153,000.00	\$270,600.00	\$16,250.00	-\$4,800.00	\$1,354,814.00
Jensen Landscape <sup>1</sup>	\$978,820.00	\$283,117.00	\$137,225.00	\$283,800.00	\$30,650.00	-\$46,000.00	\$1,667,612.00
B&M Builders, Inc.	\$1,061,580.00	\$292,745.00	\$165,500.00	\$277,100.00	\$15,600.00	-\$14,500.00	\$1,798,025.00
Rodan Builders, Inc.	\$1,322,000.00	\$364,000.00	\$141,000.00	\$244,000.00	\$14,000.00	-\$124,711.00	\$1,960,289.00
PRIDE Industries							
One, Inc.	\$1,401,089.99	\$216,778.57	\$134,386.03	\$237,101.02	\$14,894.39	-\$42,622.00	\$1,961,628.00

<sup>1</sup>Nonresponsive: the bid bond was less than the required 10% of the lump sum bid.

#### **RECOMMENDATION:**

It is recommended the Board of Trustees award the contract for Bid 23000R to Abide Builders Inc. for a total award of \$1,359,614.00 (Base Bid and Alternates 01, 02a, 02b, and 03).

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Contract Award: FLC Brick Repair	ATTACHMENT: None
		ENCLOSURE: None
AGENDA ITEM:	Action Item D	TYPE OF BOARD CONSIDERATION:
RECOMMENDED BY:	Mario Rodriguez, Executive Vice	CONSENT/ROUTINE FIRST READING
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION X

#### BACKGROUND:

This is the second project to remove and repair failing thin-brick and slate tile veneer at Folsom Lake College. Following the failure of some tiles at Aspen Hall in August 2022, the District conducted an extensive evaluation of all buildings on site and identified areas of current and potential failure. Staff took immediate precautions to protect college students and employees, while it evaluated the reason for the failures and developed specifications to repair and replace brick and tile veneer where needed. In reviewing the cause, it was determined that the failures occurred as a result of a faulty adhesive application process, excessive water infiltration and lack of exterior sealant. The warranty period of ten years had expired prior to any failures. This project is necessary to maintain the safety and architectural consistency of the campus. The anticipated start date is Jan 2024, with completion expected in March 2024.

#### STATUS:

The plans and specifications for Bid 24004 were publicly advertised for bids. Bidders were asked to provide a total bid amount. A total of 1 responsive bid was received.

Contractor						
Name	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Total Bid
Pro-Ex						
Construction,						
Inc <sup>1</sup>	\$685,000.00	\$83,000.00	\$133,000.00	\$175,000.00	\$10,000.00	\$1,086,000.00
TNT Industrial						
Contractors Inc	\$1,496,560.00	\$72,631.00	\$197,420.00	\$241,396.00	\$86,697.00	\$2,094,704.00

<sup>1</sup>Nonresponsive: digital signature was required and was either not affixed or was not verifiable.

#### **RECOMMENDATION:**

It is recommended the Board of Trustees award the contract for Bid 24004 to TNT Industrial Contractors Inc. for total award of \$2,094,704.00.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Resolution 2023-16: Acceptance of Highest Bid for the Purchase of	ATTACHMENT: Yes		
	the Myrtle Avenue Property	ENCLOSURE: None		
AGENDA ITEM:	Action Item E	TYPE OF BOARD CONSIDERATION:		
RECOMMENDED	Upz	CONSENT/ROUTINE		
BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	FIRST READING		
APPROVED FOR	Russ King	ACTION	х	
CONSIDERATION:	Brian King, Chancellor	INFORMATION		

#### BACKGROUND:

Education Code, section 81360 and Government Code, section 54222 provide the procedure the District must follow to sell real property that is no longer needed for school purposes. On December 14, 2022, the Board of Trustees approved the first step of the process to sell the District owned real property at 4750 Myrtle Avenue, Sacramento, CA 95841 (further identified as APN 240-0062-073) ("Myrtle Avenue Property"). In that meeting, the Board declared the Myrtle Avenue Property surplus and authorized the extension of written and published offers to sell the Myrtle Avenue Property to other public entities as required by law. The District extended written offers to purchase the Myrtle Avenue Property to the required public entities, and published the same in the Sacramento Bee for three successive weeks as required by Education Code, section 81363.5 and Government Code, section 54222. No interested public entity made an offer to purchase the Myrtle Avenue Property during the notification period.

On August 9, 2023, the Board of Trustees adopted Resolution 2023-12, declaring its intent to sell the Myrtle Avenue Property, establishing the minimum terms and conditions for its sale, and authorizing the Chancellor or designee to issue bid documents, publish notice of the intent to sell, and open sealed bids for the purchase of the Myrtle Avenue Property at a public meeting. The District has worked with a commercial real estate broker on the sale of the Myrtle Avenue Property, and has met the required publication and posting standards required by law. The District opened bids at a public meeting on October 10, 2023.

#### STATUS:

At the bid opening on October 10, 2023, the District received one bid for the purchase of the Myrtle Avenue Property. The highest responsive bid from a responsible bidder was from OK Tire Stores Inc. at a purchase price of \$ 425,003.00.

The next step in the sale of surplus property process requires the Board to determine whether to accept the highest bid received for the sale of the Myrtle Avenue Property. Consistent with Board Resolution 2023-12 and Education Code Section 81360 et seq., the Board may determine, at its discretion, whether to sell the Myrtle Avenue Property to the highest responsible bidder, or to reject all bids.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the attached Resolution No. 2023-16 accepting the highest bid for the purchase of the Myrtle Avenue Property, directing the Chancellor or designee to execute a purchase and sale agreement with the highest responsible bidder, and authorizing the Chancellor or designee to take any and all actions necessary to finalize the conveyance and transfer title of the Myrtle Avenue Property to the highest bidder.

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## **RESOLUTION**

№ 2023-16

#### ACCEPTANCE OF HIGHEST BID FOR THE PURCHASE OF THE MYRTLE AVENUE PROPERTY, SACRAMENTO COUNTY ASSESSOR'S PARCEL NUMBER 240-0062-073

WHEREAS, the Los Rios Community College District is the owner of real property located within the District more particularly described as 4750 Myrtle Avenue, Sacramento, CA 95841 (further identified as APN 240-0062-073) ("Myrtle Avenue Property"), which was donated to the District and accepted by the Board of Trustees on January 12, 2022 through Resolution No. 2022-01; and

**WHEREAS,** since the acquisition of this property, the District has explored the feasibility of building student housing upon this parcel and determined that the property is not suitable for this purpose; and

**WHEREAS,** the District desires to sell its interest in the Myrtle Avenue Property; and

**WHEREAS,** on December 14, 2022, the Los Rios Community College District Board of Trustees adopted Resolution 2022-16, declaring the Myrtle Avenue Property as surplus, and directing that the Myrtle Avenue Property be offered for sale to certain public entities pursuant to Education Code, section 81363.5 and Government Code, section 54222; and

**WHEREAS,** no offers to purchase the Myrtle Avenue Property were made by public entities during the required public entity offering period; and

WHEREAS, on August 9, 2023, the Board adopted Resolution 2023-12, declaring its intent to sell the Myrtle Avenue Property, establishing the minimum terms and conditions for the sale of the Myrtle Avenue Property, and authorizing the Chancellor or designee to issue bid documents, publish notice of the intent to sell, and open sealed bids for the purchase of the Myrtle Avenue Property at a public meeting on October 10, 2023; and

**WHEREAS,** the District published and posted notice of its intention to sell the Myrtle Avenue Property consistent with the requirements of Education Code, section 81386; and

WHEREAS, on October 10, 2023, the Chancellor or designee held a public meeting where sealed bids for the purchase of the Myrtle Avenue Property were received, opened, examined, and declared; and

**WHEREAS,** consistent with Resolution 2023-12 and Education Code Section 81360 et seq., the Board may determine, at its discretion, whether to sell the Myrtle Avenue Property to the highest responsible bidder, or to reject all bids: Now, therefore,

**BE IT RESOLVED,** the Los Rios Community College District Board of Trustees, hereby finds, determines, and declares OK Tire Stores Inc. as the highest responsible bidder for the Myrtle Avenue Property, with a purchase price of \$ 425,003.00; and

**BE IT FURTHER RESOLVED THAT,** the Board hereby accepts the bid submitted by OK Tire Stores Inc. and directs the Chancellor or designee to execute a Purchase and Sale Agreement with OK Tire Stores Inc. for the Myrtle Avenue Property; and

**BE IT FURTHER RESOLVED THAT,** the Board hereby directs the Chancellor or designee to execute a deed for the Myrtle Avenue Property and deliver it to OK Tire Stores Inc. upon performance and compliance by OK Tire Stores Inc. of all the terms and/or conditions of the Purchase and Sale Agreement to be performed concurrently therewith; and

**BE IT FURTHER RESOLVED THAT,** the Chancellor or designee is authorized to take any and all actions necessary to finalize the conveyance and transfer title of the Myrtle Avenue Property to OK Tire Stores Inc. consistent with the bid documents, the Purchase and Sale Agreement, Board Resolution Nos. 2022-16 and 2023-12, and the provisions of Education Code Section 81360, *et seq*.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution № 2023-16 this eighteenth day of October, 2023, by the following called vote:

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

Attest:

John Knight, Board President

Brian King, Chancellor and Secretary to the Board

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Resolution No. 2023-17: Denouncing		ATTACHMENT: Yes	
	Threats of Violence in the Sacramento Region and Affirming the District's Commitment to the LGBTQIA+ Community		ENCLOSURE: None	
AGENDA ITEM:	Action Item F		TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:		Brim King	CONSENT/ROUTINE	
	Brian King, Chancellor	8	FIRST READING	
APPROVED FOR		k. x.	ACTION	х
CONSIDERATION:	Brian King, Chancellor	Man Jung	INFORMATION	

#### BACKGROUND:

Anti-LGBTQIA+ activists have fostered a new climate of bias and harassment against LGBTQIA+ communities across the country and in our region, targeting schools, colleges, students, and educators with threats of violence. Within the last two months, local public agencies and educational institutions in the Sacramento region have received multiple threats of violence, including bomb threats at a local public library in Davis, CA, resulting in the evacuation of public schools and facilities and shelter in place orders for students, teachers, staff, and other public employees.

#### STATUS:

The attached Resolution No. 2023-17 denounces the recent threats of violence in the Sacramento region and reaffirms the Los Rios Community College District Board of Trustees' commitment to our LGBTQIA+ community. The resolution asserts that everyone has the right to pursue an education, visit a library, go to work, and live without fear of personal attacks or threats of violence and reiterates the Board's expectation that everyone in the District maintain a climate of respect, civility, anti-racism, safety, and inclusion as part of the institution's commitment to educational excellence and as part of our commitment to one another in the Los Rios community.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Resolution No. 2023-17 Denouncing Threats of Violence in the Sacramento Region and Affirming the District's Commitment to the LGBTQIA+ Community.

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## **RESOLUTION**

№ 2023-17

#### DENOUNCING THREATS OF VIOLENCE IN THE SACRAMENTO REGION AND AFFIRMING LOS RIOS COMMUNITY COLLEGE DISTRICT'S COMMITMENT TO THE LGBTQIA+ COMMUNITY

**WHEREAS,** anti-LGBTQIA+ activists have fostered a new climate of bias and harassment against LGBTQIA+ communities, and especially transgender people, targeting schools, colleges, and educators in the nation, in our state, and in our region; and

**WHEREAS**, transgender adults and their allies are now regularly and baselessly accused of pedophilia and "grooming," resurrecting a campaign that was used against gay people for decades; and

WHEREAS, local anti-LGBTQIA+ activists are putting students and educators in danger by deliberately publishing the names, faces, and locations of professors, librarians, and counselors who ask for student pronouns, hang a welcoming rainbow flag in their classroom, provide LGBTQIA+ students a list of resources, include LGBTQIA+ books in their collections, and speak up for transgender students, in an effort to intimidate and endanger educators and public officials who support the LGBTQIA+ community; and

**WHEREAS**, as a direct result of the publication of names and personal information of public educators, officials, and students, libraries, schools, and individuals have received thousands of bomb threats and threats and other threats of personal harm nationally; and

WHEREAS, within the last two months, in the Sacramento region, five separate days of bomb threats delayed school openings, closed a library, and pulled educators out of their homes in the middle of the night so that their houses could be searched for explosives; and

WHEREAS, the recent threats of violence in our region have included discriminatory, hostile, and intimidating language against the local LGBTQIA+ community, and those public employees who support the LGBTQIA+ community; and

**WHEREAS**, elsewhere in our region, a campaign is underway to take books with LGBTQIA+ themes and information out of school libraries, underscoring that these incidents are part of an alarming trend locally; and

**WHEREAS**, the Los Rios Community College District ("District") is proud to support a robust LGBTQIA+ community at our colleges, including Pride Centers that address the unique needs and challenges of students who may experience discrimination, alienation, disenfranchisement, harassment, intimidation, or other barriers to student success as a result of their sexual orientation or gender identity and expression; and

**WHEREAS**, it is the policy of the District to ensure that no person having an educational or employment relationship with the District be unlawfully discriminated against, harassed, or excluded from any benefits, activities, or programs on the grounds of one or more legally protected characteristics, including sex, gender, gender identity, gender expression, or sexual orientation; and

**WHEREAS**, the District is committed to ensuring that our working and learning environments remain a safe and welcoming place for all students and employees; and

**WHEREAS**, the District is committed to providing an educational environment and workplace that is free from threats and acts of violence; and

**WHEREAS**, the District recognizes that diverse backgrounds and perspectives contribute to the District's strength as a dynamic, inclusive educational community; and

**WHEREAS**, the District acknowledges and embraces its responsibility to empower underrepresented segments of our community and to ensure that all populations have the access, support and opportunities to succeed; and

**NOW THEREFORE BE IT RESOLVED,** that we, the Los Rios Community College District Board of Trustees ("Board of Trustees"), hereby denounce the recent threats of violence in Yolo County and stand in solidarity with the local public agencies and educational institutions that have been subjected to threats of violence and intimidation; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees hereby reaffirms its steadfast support for our LGBTQIA+ students, staff, faculty and allied members of our community; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees hereby asserts that everyone has the right to pursue an education, visit a library, go to work, and live without fear of personal attacks or threats of violence for being who they are; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees reiterates its expectation that everyone in the District, through their respective roles and responsibilities, maintain a climate of respect, civility, anti-racism, safety, and inclusion as part of the institution's commitment to educational excellence and as part of our commitment to one another in the Los Rios community.

**PASSED AND ADOPTED** as Los Rios Community College District Resolution № 2023-17 this eighteenth day of October, 2023, by the following called vote:

AYES	NOES	ABSENT

Attest:

John Knight, Board President

Brian King, Chancellor and Secretary to the Board

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Sacramento City College: Renaming the Learning Resource Center as Joan Didion	ATTACHMENT: None	
	Learning Resource Center	ENCLOSURE: None	
AGENDA ITEM:	Action Item G	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Curtym	CONSENT/ROUTINE	
	Albert Garcia, President, Sacramento City College	FIRST READING	
APPROVED FOR CONSIDERATION:	h: x	ACTION	Х
	Brian King, Chancellor	INFORMATION	

#### BACKGROUND:

Joan Didion was born in Sacramento in 1934 and attended Sacramento City College for a brief period in the 1950s. Didion went on to receive national and international acclaim and numerous honors for her accomplishments as an essayist, journalist, and author of incomparable fiction. She was elected to the American Academy of Arts and Letters in 1981; she won the National Book Award for her book *The Year of Magical Thinking*; and she was presented with the National Humanities Medal in 2013, among many other awards and accolades she received during her lifetime. Didion passed away in December 2021 at the age of 87.

#### STATUS:

In 2022, the Sacramento Historical Society (SHS) launched an effort to honor Didion's life and legacy, which included the establishment of the Joan Didion Scholarship for Writers at SCC in July 2022 with a gift of \$40,000. Members of the Didion family became aware of these efforts, and decided to commit their own funding via an auction of Joan Didion's personal effects that took place in November 2022. The Didion family generously made a major gift to SHS with the request that a specific portion of the gift be directed to Sacramento City College to support the writing scholarship as well as other programs consistent with Joan Didion's legacy. SHS has pledged \$460,000 to augment their existing funding of the writing scholarship as well as to fund a faculty scholars program that will encourage SCC faculty to conduct research in a broad range of topics that mirror Joan Didion's intellectual interests. SHS's total gift of \$500,000 will create the *Endowment to Honor the Legacy of Joan Didion* and, with the Didion family's support, we are requesting that the Learning Resource Center be renamed in Didion's honor.

#### **RECOMMENDATION:**

It is recommended the Board of Trustees approve the renaming of the Learning Resource Center at Sacramento City College as the Joan Didion Learning Resource Center, in recognition of the Didion family's and the Sacramento Historical Society's gift to SCC and in honor of the incredible literary legacy that Joan Didion left for the world during her long and distinguished career.

#### PRESENTED TO BOARD OF TRUSTEES

**DATE:** October 18, 2023

SUBJECT:	Folsom Lake College: Utility Vegetation	ATTACHMENT: None	
	Management Workforce Training Programs	ENCLOSURE: None	
AGENDA ITEM:	Information Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED	Art Pimentel Pener	CONSENT/ROUTINE	
BY:	President, Folsom Lake College	FIRST READING	
APPROVED FOR	Roi Xin	ACTION	
CONSIDERATION:	Brian King, Chancellor	INFORMATION X	

#### BACKGROUND:

Folsom Lake College, in partnership with Butte College, is part of a collaborative of more than 30 California Community Colleges that make up the Upskill California consortium where we are committed to delivering customized employee training and workforce training. The Utility Vegetation Management Workforce Training Programs provide trainees with rigorous, industry leading training that prepares them for direct entry into an arborist career.

The goal of the Utility Line Clearance Arborist and Pre-Inspector projects are to increase the availability of certified tree crew workers and standardize statewide delivered training to help PG&E and the state of California to manage and mitigate the risks of wildfire.

#### STATUS:

Folsom Lake College will present an overview of the Utility Vegetation Management Workforce Training Programs.

#### **RECOMMENDATION:**

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