

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AGENDA - REGULAR MEETING
Wednesday, June 12, 2019 – 4:00 PM
Mendocino College Lake Center, 2565 Parallel Drive, Lakeport, CA 95453**

CALL TO ORDER /PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA AND MINUTES

- 1.1 Agenda Approval
- 1.2 Approval of Minutes of the regular meeting held on May 15, 2019

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

This time is set aside for general public comments. Additionally, comments may be made at the time of discussion of any item. After being recognized by the Chair, those wishing to make comments are asked to stand at the podium, give their name, place of residence and affiliation, if any, and address their comments to the Board President. Trustees may ask questions of the speaker for clarification but will not discuss items that are not on the agenda. If appropriate, the Board may choose to refer the subject to College staff for research or for the item to be placed on a subsequent agenda.

2. CLOSED SESSION

- 2.1 Collective Bargaining/Meet and Confer – Pursuant to Government Code section 54957.6
Designated Representatives: Reyes, Polak, Cichocki, Velasco and Marin
Employee Organizations: MCFT, MPFA, Management/Supervisory/Confidential, MLCCCBU and Superintendent/President
- 2.2 Conference with Legal Counsel – Anticipated Litigation – Pursuant to Government Code section 54956.9(d) 1 case
Case names unspecified: Disclosure would jeopardize anticipated settlement negotiations
- 2.3 Public Employee Discipline/Dismissal/Release – Pursuant to Government Code section 54957
Case names unspecified: Disclosure would jeopardize existing settlement negotiations
- 2.4 Public Employee Performance Evaluation – Pursuant to Government Code section 54957
Superintendent/President

RETURN TO OPEN SESSION

REPORT OF ACTION TAKEN IN CLOSED SESSION

PUBLIC COMMENTS

This time is set aside for general public comments. Additionally, comments may be made at time of discussion of any item. After being recognized by the Chair, those wishing to make comments are asked to stand at the podium, give their name, place of residence and affiliation, if any, and address their comments to the Board President. Trustees may ask questions of the speaker for clarification but will not discuss items that are not on the agenda. If appropriate, the Board may choose to refer the subject to College staff for research or for the item to be placed on a subsequent agenda.

RECOGNITION OF RETIREE

Karen Christopherson will be recognized by the Board for her years of service

3. PRESIDENT AND ADMINISTRATION REPORT

- 3.1 A report from Superintendent/President Reyes is presented as information

CONSENT AGENDA

4. Personnel

- 4.1 Consideration to Approve Personnel List – Short-Term Non-Continuing Employees

- Recommendation to approve the short-term non-continuing personnel list as presented
- 4.2 **Consideration to Approve Personnel List – Part-Time Faculty**
Recommendation to approve the part-time faculty personnel list as presented
- 4.3 **Consideration to Approve List of Volunteers**
Recommendation to approve the list of volunteers as presented
- 4.4 **Consideration to Approve Personnel List - Classified**
Recommendation to approve the Classified list as presented
- 4.5 **Consideration to Approve Personnel List - Full-Time Tenure-Track Faculty**
Recommendation to approve the Faculty – Tenure Track list as presented
- 4.6 **Consideration to Renew Contracts – Categorically Funded Faculty**
Recommendation to renew the contracts for the categorically funded faculty as presented
- 4.7 **Classified – Release During Probation**
Recommendation to ratify the release during probation of a Programmer/Analyst, Senior as presented

5. Other Items

- 5.1 **Fiscal Report as of April 30, 2019**
Recommendation to accept the report as presented
- 5.2 **Donations**
Recommendation to accept the donated items as presented

6. INFORMATIONAL/ACTION ITEM

- 6.1 **Board of Trustees/Foundation Board Ad-Hoc Committee**
An update from the ad-hoc committee will be presented with possible action to be determined at the meeting.
- 6.2 **Board of Trustees Student Housing Ad-Hoc Committee**
An update from the ad-hoc committee will be presented with possible action to be determined at the meeting.

7. ACTION ITEMS

- 7.1 **2019/20 Tentative Budgets**
Recommendation to adopt the proposed 2019/20 tentative budgets as presented
- 7.2 **Award of Contract for the North State Street/Hensley Creek Road Intersection Improvement Project**
Recommendation to award the North State Street/Hensley Creek Road intersection improvement project contract as presented
- 7.3 **District Order of Priorities for Five-Year Capital Outlay Plan, 2021-2025**
Recommendation to approve the District Priorities for the Five-Year Capital Outlay Plan, 2021-2025 as presented
- 7.4 **Rescind Resolution 02-19-01 Regarding Classified Layoffs – Resolution 06-19-01**
Recommendation to adopt resolution #06-19-01 to rescind the layoff notices as presented
- 7.5 **Board Policy Additions and Revisions – Second Reading**
Recommendation to adopt the board policy additions and revisions as presented

8. BIG PICTURE

- 8.1 **Student Success and Staff Diversity Information**
A presentation by Minerva Flores, Director of Institutional Effectiveness, Research and Grants

9. INFORMATIONAL ITEMS AND REPORTS

- 9.1 **Mendocino College Foundation, Inc.**
 - 9.1.A Mendocino College Foundation informational report
 - 9.1.B Friends of the Mendocino College Coastal Field Station and Natural Sciences affiliate
- 9.2 **Constituent Group Reports**
Reports from constituent groups are presented as information
- 9.3 **College and Career Access Pathways (CCAP) Partnership Agreements – First Reading**

The College and Career Access Pathways Partnership Agreements are presented for information and review

10. TRUSTEE COMMUNICATIONS

10.1 Trustee Reports

Written and oral reports from Trustees are presented as information

10.2 Future Agenda Items

Board discussion about topics to be included on future agendas

11. ADJOURNMENT

ADA Compliance: Persons with disabilities needing assistance, please notify the Superintendent/President's Office at 468-3071 no later than 24 hours prior to the scheduled meeting. Meetings are held in locations which are wheelchair accessible.

Agenda Packet and Supporting Documents Notice: The agenda packet and supporting materials can be viewed in the President's Office, Room 1070, Mendocino College, 1000 Hensley Creek Road, Ukiah CA

Future Board Meetings:

- *Regular Meeting – Wednesday, August 14, 2019, 4:00 PM, Mendocino College, 1000 Hensley Creek Road, Ukiah, CA 95482*

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

A regular meeting of the Mendocino-Lake Community College District Board of Trustees was convened on Wednesday, May 15, 2019 at Mendocino College, 1000 Hensley Creek Road, Ukiah, CA.

GENERAL MATTERS

Call to Order & Pledge of Allegiance Trustee Pinoli, Board President, called the meeting to order at 4:00 PM which was followed by the Pledge of Allegiance led by Trustee Myers.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Ed Nickerman	present
	Trustee	Paul Ubelhart	present
	Trustee	Xochilt Martinez	present
	Trustee	Dave Geck	present
	Trustee	John Tomkins	present
	Student Trustee	Rickie Farah	present (arrived at 6:00 pm)

Secretary Arturo Reyes, Superintendent/President

Support Staff Mary Lamb, Executive Assistant to the Superintendent/President

Staff Representatives Debra Polak, Vice President of Academic Affairs (present)
Eileen Cichocki, Assistant Superintendent/Vice President of Administrative Services (present)
Ulises Velasco, Vice President of Student Services (arrived at 4:15 PM)
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Catherine Indermill, President (present)
	Classified Senate	Tony Novelli, President (present – arrived at 6:00 PM)
	Management/Supervisory/Confidential	Matthew Gordon, President (present – arrived at 6:00 PM)

Agenda Approval M/S (Martinez/Myers) to approve the agenda as presented. The matter was approved via the following vote:

Ayes	Tomkins, Geck, Ubelhart, Pinoli, Myers, Martinez and Nickerman
Noes	None
Abstentions	None
Absent	None

Minutes Approval M/S (Tomkins/Nickerman) to approve the minutes of the regular Board meeting held on April 10, 2019 as presented. The matter was approved with the following vote:

Ayes	Tomkins, Pinoli, Geck, Ubelhart, Martinez, Nickerman, and Myers
Noes	None
Abstentions	None
Absent	None

Public Comments on Closed Session Items • There were no comments from members of the public at this time.

CLOSED SESSION

The Board adjourned to Closed Session at 4:04 PM with Board President Pinoli stating items 2.1, 2.2 and 2.4 will be discussed in closed session.

OPEN SESSION

Report of Action Taken in Closed Session The Board returned to open session at 6:00 PM with Board President Pinoli reporting no action taken in closed session.

Public Comments • There were no comments from members of the public.

RECOGNITION OF RETIREES

The Board recognized Daniel Jenkins on his upcoming retirement and his years of service to the college. Vice President Polak reiterated his many contributions to the college over the past 24 years.

PRESIDENT AND ADMINISTRATION REPORT

A written report was presented by Superintendent/President Reyes. There were no questions regarding the Superintendent/President's written report.

CONSENT AGENDA

M/S (Tomkins/Geck) Board of Trustees does hereby approve the Consent Agenda as presented. The consent agenda was approved with the following vote:

Ayes	Tomkins, Pinoli, Martinez, Nickerman, Geck, Ubelhart and Myers
Noes	None
Abstentions	None
Absent	None

Items with an asterisk * were approved by one motion as the Consent Agenda.

Personnel

Consideration to approve the personnel list – Short-Term Non Continuing (STNC) Employees

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby ratify the employment of the short-term non-continuing (STNC) employees as submitted and presented at the meeting pending receipt of all necessary employment eligibility requirements.

Consideration to approve the personnel list – Part-Time Faculty

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the list of part-time faculty as submitted and presented at the meeting pending receipt of all necessary employment eligibility requirements.

Consideration to approve the list of Volunteers

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the list of volunteers as presented.

Consideration to approve the personnel list – Management/Supervisory/Confidential

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Judith Kanavle, Director of Lake Center effective June 1, 2019 through June 30, 2020; and Eric Hoefler, Director of MESA/STEM Success, effective June 24, 2019 through June 30, 2020, pending receipt of all necessary employment eligibility requirements.

Consideration to ratify Resignation/Retirement – Management/Supervisory/Confidential

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the resignation of Karen Christopherson, Director of Information Technology, effective July 31, 2019.

Consideration to approve Four 10-Hour Day Work Week

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves and authorizes the signing of the attached agreement with the Classified employee unit, MLCCCBU, regarding working four ten-hour days from 5/28/19 through 8/2/19.

Equal Employment Opportunity Plan 2019/2022

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the 2019/2022 Equal Employment Opportunity Plan for the Mendocino-Lake Community College District as presented.

Equal Employment Opportunity (EEO) Fund Multiple Method Allocation Model Certification Form – Fiscal Year 2018/19

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the certification of the Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018/19.

Other Items

Fiscal Report as of March 31, 2019

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the fiscal report as of March 31, 2019 as presented.

Donations

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the donated items from Tami Baarsch-Bogart, Barbara Jones, Mike Whetzel and Eric Foster as presented.

Quarterly Fiscal

*RESOLVED, That the Mendocino-Lake Community College District Board

*Status Report –
AB2910
Student Trustee
Privileges*

of Trustees does hereby accept the quarterly fiscal status report as presented.

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby maintain the Student Trustee Privileges as presented.

M/S (Tomkins/Ubelhart) to approve the item as presented

Ayes	Tomkins, Pinoli, Geck, Ubelhart and Myers
Noes	None
Abstentions	Martinez and Nickerman
Absent	None

INFORMATIONAL/ACTION ITEM

*Board of
Trustees/Foundation
Ad-Hoc Committee*

An update from the ad-hoc committee was presented by Trustee Geck.

Trustee Geck informed the board the ad-hoc committee has not yet met as of today. Currently, the next meeting is scheduled for May 28, 2019.

*Board of Trustees
Student Housing Ad-
Hoc Committee*

An update from the ad-hoc committee was presented by Trustee Pinoli. A meeting was held last week which included constituency group representatives, trustees and members of the community. Trustee Pinoli added the next meeting of the committee will most likely take place the first week of June.

ACTION ITEMS

*Vision for Success
Goals*

Vice President Polak updated the board regarding the information provided in the document outlining the specific goals in each of the areas.

After reviewing the information presented, the board took the following action:

M/S (Myers/Geck) that the Mendocino-Lake Community College District Board of Trustees does hereby approve the Vision for Success Goals for the Mendocino-Lake Community College District as presented with the following vote:

Ayes	Tomkins, Myers, Pinoli, Geck, Ubelhart, Martinez and Nickerman
Noes	None
Abstentions	None
Absent	None

*Board Policy
Additions and
Revisions – Second
Reading*

After reviewing the information presented, the board took the following action:

M/S (Tomkins/Nickerman) that the Mendocino-Lake Community College District Board of Trustees does hereby adopt the additions and/or revisions to Board Policy 3410 as presented with the following vote:

Ayes	Tomkins, Myers, Pinoli, Martinez Geck, Ubelhart, and Nickerman
Noes	None

Abstentions None
Absent None

*Big Picture –
Marketing and
Outreach at
Mendocino College*

Director of Community Relations and Communication Janelle Bird and Antonio Lopez, Dean of Counseling presented an overview of the many marketing and outreach activities planned or currently taking place at Mendocino College.

INFORMATIONAL REPORTS

*Mendocino College
Foundation, Inc.*

A written informational report was submitted by Katie Fairbairn, Executive Director of the Mendocino College Foundation.

She added due to the impending storm, the location for tomorrow's scholarship luncheon will be in Room 6200 which is the old Schat's location.

*Constituents Group
Reports*

Academic Senate

A written report was submitted by Academic Senate President Catherine Indermill. She informed the board she had nothing to add.

Classified Senate

Classified Senate President Tony Novelli stated he had nothing to add.

Management/Supervisory/Confidential

A written report was submitted by Management/Supervisory/Confidential President Matthew Gordon who stated he had nothing to add.

Associated Students of Mendocino College (ASMC)

Written reports submitted by several members of the Associated Students organization who attended the Student Senate for California Community Colleges (SSCCC) General Assembly were submitted.

*Board Policy
Additions and
Revisions – First
Reading*

Board policy 1200 – District Mission and Board Policy 3430 – Prohibition of Harassment were presented for review and information. Voting on these policies will take place at the June 2019 board meeting.

TRUSTEE COMMUNICATION

Trustee Reports

Trustees commented orally on their recent college-related activities.

Trustees Tomkins and Myers updated the board about the Community College League of California trustee conference they recently attended. Trustee Myers stated she attended a breakout on housing that helped inform her considerably regarding our current process.

Trustee Martinez thanked the President and staff members for all of their hard work in so many areas of the institution.

Trustee Geck thanked the newest members of the board for all of their hard work in learning about the college and how the board of trustees work together for the benefit of the institution as a whole. He also thanked the members of the staff for all of their hard work.

Trustee Pinoli stated he attended the recent CAMP ceremony and heard many wonderful stories about some of our fantastic students.

Future Agenda Items Future agenda items discussed and approved by the board members are as follows:

- An ACCJC update at either the August or September meeting
- Inclusion of some information in the President's report regarding what can be done about declining enrollments

Adjournment With agenda business concluded, Board President Pinoli declared the meeting adjourned at 7:24 PM.

Submitted by:
Arturo Reyes, Superintendent/President
Secretary, Board of Trustees

SUBJECT: PRESIDENT AND ADMINISTRATION REPORT

With the graduation of the Class of 2019, we mark the end of the semester and a season of end-of-year activities. After a successful year and many accomplishments, I hope you are able to take a moment to reflect on the tremendous work accomplished over the past year! It has truly been a pleasure to work with our new trustees, faculty, staff, and managers to create an exceptional and inclusive culture for our students. While we would like to celebrate our many accomplishments, we are now in full stride gearing up for the summer and fall terms. For those able to get a well-deserved summer break, enjoy your time away!

Commencement

On May 24th we held the 46th Mendocino Lake Community College District commencement ceremony! I appreciate you and all faculty, staff and managers for your participation in this year's Commencement Ceremony in honor of our graduating students! As always, it was a beautiful ceremony and a pleasure to recognize our graduates in the company of their family and friends. The event was made possible with the help of so many of our college classified employees, students, and managers who volunteered in record numbers. I would like to recognize our Director of Admissions and Records, Anastasia Simpson-Logg, for her hard work, leadership, and dedication to bring about such a wonderful culminating event for our students. Along with Director Simpson-Logg, I would like to acknowledge Janelle Bird, Mary Lamb, Kris Bartolomei, Leticia Trejo, Jeana Thompson, Marianna Cooper, Betsy Helms, and Steve Decker.

The event would not have been successful without the extra effort by Mark Rauch, Nicolaj Murray, Sal Delgado, Ben Kohler, MacAdam Lojowsky and the entire staff in the facilities and maintenance area. Others who helped the event flourish were the staff from the horticulture department, admissions and records, financial aid, DSPS, EOPS, and others. Also, Minerva Flores and Sarah Walsh offered their strong and clear voices to make sure the students names were pronounced correctly! At the risk of leaving someone out, the following individuals also helped out tremendously: Apryl Guisasola, Isabel Lopez, Patti Gulyas, Tony Novelli, Judith Kanavle, Brianna Zuber, Yolanda Vazquez, Christina Orozco, Mariana Martinez, John Rall, Karen Christopherson, Jennifer Justice, Yasmin Muniz, Yanira Muniz, Jackeline Orozco, Saundra Tassin, Adan Chaidez, Janet Jean Jones, Eliza Fields, Katie Fairbairn, Tascha Whetzel, Minerva Flores, Crystal Schwarm, Debra Polak, Joe Atherton, Taylor Hernandez, Beronica Leon, Antonio Lopez, Rebecca Montes, Phil Warf, Dennis Aseltyne, Martha Soto, Victoria Ramos, Nancy Heath, Erik Cisneros, Steve King, and Monica Flores.

Thank you **everyone** for making this a magnificent commencement!

Classified Employee Recognition

On Monday June 3 the management and confidential employees honored our staff at our Annual Classified Employee Recognition event. This year's event included a wonderful catered breakfast, a gift for each classified staff member (an individual insulated metal water bottle with a Mendocino College logo), and many raffle giveaways. Donations from the management and confidential group and the President's Office funded the event. It was a fun event where we also recognized two exemplary college staff members—Tim Todd and Yolanda Vasquez.

Tim Todd works successfully as a Programmer/Analyst and very recently led the District in finding a comprehensive solution for our AB 705 implementation. Tim worked collaboratively with nearly all segments of the college including Math and English faculty; deans, counselors, Curriculum

committee; Student Services; and the Learning Center staff. Within a very short timeframe Tim showed his expertise and leadership while working with the consultant who programmed the new Placement Tool. Tim also works closely with Student Services and has been working on the data quality for the new Student Centered Funding Formula. His efforts occurred on a very tight schedule and resulted in timely implementation.

Yolanda (Yoli) Vasquez currently serves as the College Assistance Migrant Program (CAMP) and Hispanic Serving Institutions (HSI) First Year Experience Assistant. Her talent has been recognized by students, staff, and faculty who appreciate her warmth, tremendous work ethic, exceptional performance, and high level of personal accountability and responsibility. As I mentioned at the ceremony, she currently serves two separate programs with distinction and grace.

Both Tim and Yoli received a certificate for their dedication and service to Mendocino College and our students!

Students Ride Free program updates

We are happy to announce our continued collaboration with the Lake Transit Authority (LTA). The LTA Students Ride Free program will be continuing for the 2019-2020 academic year. Free Fares will be offered to all of our students for Fall 2019, Spring 2020, and Summer 2020. We have also been working to finalize an agreement with Mendocino Transit Authority (MTA) for the 19/20 academic year. Unfortunately, we do know that MTA will not be supporting this program for Summer 2019. While this is very disappointing and will negatively impact our students, we appreciate the willingness to participate through next year and look ahead to finalizing an agreement.

Enrollment Update

Per the board's request at the May 2019 meeting, an update on enrollments with accurate, up-to-date summer data will be provided at the meeting as part of this report.

Academic Affairs

Nursing Graduation

The Registered Nursing Program Class of 2019 ceremony was held on May 16 in the CVPA. Twenty-two students completed four semesters in our excellent program and will now be eligible to take the Registered Nursing State Board NCLEX exam. The audience of friends, family, and well-wishers filled the big theater to capacity with their enthusiasm and pride for the loved ones that successfully completed this high stakes community supported program. Many of the nursing students are continuing on to Sonoma & Chico State University to complete a Bachelor's Degree in Nursing. The majority of the class members expect to start work locally upon passing the NCLEX exam. Placements include Howard Hospital in Willits, Adventist Health in Ukiah or Sutter Health in Lake County.

MESA transfer dinner

At the end of the semester, the Math, Engineering, Science Achievement (MESA) Program celebrated the successes of their transferring students with a celebratory dinner for students and their families held at the Ukiah Brewing Company. 15 students received \$300 scholarships to support their transfer goals. For the past several years the MESA Program has been very successful in supporting STEM students in transferring to four year institutions to pursue their math and science related educational programs.

Lake Center

On May 16 the Lake Center hosted the 2nd Annual Fiesta at the Lake Center. This year's event focused

on early registration for summer and fall classes. The event was a huge success, we had over 20 participants register for ESL classes. On May 17, the Lake Center hosted Senior Day for Kelseyville High School. Students completed an orientation, the placement questionnaire, and other steps required to sign up for classes at the college in Fall. The Lake Center will offer the first ever Mendocino College class at the Lake County jail this summer. Director Kanavle has worked closely with Captain Taylor to start the Corrections to College program in Lake County. In addition, Dean Lopez has committed student services and counseling resources to ensure that students have what they need to succeed. On June 4, Director Sandoval, Counselors Apryl Guisasola and Liz Weiss, and Director Kanavle conducted a student orientation and helped our student inmates sign up for the summer sustainable construction class. The orientation was a huge success. We have 13 participants who are eager to start college classes.

Adelante Program at Mendocino College

A program that is well into its third decade at Mendocino College, Adelante brings high school students from migrant and English-learner families to the college for a summer program that reinforces essential English and math skills. A collaboration between the college, Migrant Education, and Ukiah Unified School District, the program also includes inspirational speakers and educational field trips. Approximately 90 high school students will participate in the program this summer. While at Mendocino College participants will be studying with college instructors and a volunteer educator from Mexico who will focus on cultural education. This year the Adelante program begins on June 10.

Physical Therapist Assistant Program (PTA)

After more than five years of discussion and collaboration with our regional health partners, the PTA Program takes another step to becoming fully accredited and operational. The anticipated next big step the PTA will take is on July 1 and 2, 2019 when the Commission Accreditation of Physical Therapy Education (CAPTE) team arrives from Virginia to conduct an accreditation on-site visit that begins a National accreditation process lasting four semesters. We will start the matriculation process by taking applications for the Spring 2020 first cohort starting August 15, 2019. The application process will last until October 15, 2019. Once the application period closes, the applications will be put into a lottery process for the random selection of the first 24 PTA students. They will take all lectures online and do their clinical labs next Spring on Thursday and Friday here in Room 810 with the new Physical Therapy equipment.

Administrative Services

Health Benefit Costs

Actual medical claims for the college's self-funded health plan has averaged \$1,576 per month through April 2019. For 2018/19, the college budgeted \$1,400 per employee per month (\$16,800 per year). This is the second month of this fiscal year that cumulative claims have exceeded the budgeted amount. If this trend continues through the end of the year, actual medical claims will exceed the budgeted amount by \$480,000. There are reserves in the Health Benefits Fund to cover the excess and the claims will continue to be monitored.

Emergency Preparation and Planning

Vice President Cichocki and Director Lojowsky met with representatives from Mendocino County Sheriff's Office and Cal Fire as part of on-going discussions regarding campus safety during emergencies. Topics of discussion included improving signs on campus buildings to assist emergency responders, reprogramming college radios, preparing for fire season, and sharing updated campus and building maps.

During the Spring 2019 semester, the Facilities Committee conducted a comprehensive review of the college Emergency Preparedness Plan. An updated plan has been finalized and distributed. Preparations are underway for the upcoming fire season. The County of Mendocino and the City of Ukiah have been actively engaging with CAL FIRE, the Ukiah Valley Fire Authority, and other stakeholder groups, to review and develop fire prevention and mitigation measures for the Ukiah Valley through the Western Hills of Ukiah Fuels (Reduction) and Fire Break Project. The goal of this project is to restore and expand a shaded fuel break at the base of the hills on the west side of the Ukiah Valley, which is planned to provide defensible space from Highway 253 up to Hensley Creek. During this past Spring Break, the College had two Cal Fire crews clear fuel breaks around campus and this work is expected to continue through the season.

The College has been notified by PG&E that they are expanding their Public Safety Power Shutoff (PSPS) program starting this fire season. The program requires PG&E to proactively turn off power lines as a last resort in the interest of safety to help reduce the likelihood of an ignition when extreme fire danger conditions are forecasted. Some factors that might drive a PSPS include: a red flag wind warning declared by the National Weather Service, low humidity levels (generally below 20%), forecasted sustained winds generally above 25 MPH, and wind gusts in excess of approximately 45 MPH (depending on location and site-specific conditions), and condition of live fuel (on ground moisture content). When possible, PG&E will notify the College about any scheduled PSPS 48 hours prior, 24 hours prior, and just before the power is turned off. PG&E has indicated that power shutdowns could last several days.

The College will send notifications to constituents through the college emergency communication system (REGROUP), both email and text, as soon as notice is received from PG&E. Notifications will also be posted to the college website and Facebook. The College has convened an ad-hoc emergency communications group to assure consistent communication during emergency situations.

Professional Development

Vice President Cichocki and Director Atherton attended the Association of Chief Business Officials (ACBO) 2019 Spring Conference on May 20 – 22. Session topics included: California College Promise, Rising Pension Costs, Changes to the Capital Outlay Program, State Education Policy Decision Making, Student Centered Funding Formula, Supporting the CBO as a Leader for Educational Equity, and updates from the Chancellor's Office. Vice President Cichocki presented as part of a panel discussion regarding Auxiliary Organizations (Foundations).

SUBJECT: EMPLOYMENT – SHORT-TERM NON-CONTINUING (STNC)
EMPLOYEES

SYNOPSIS:

Approval/ratification of employment of short-term non-continuing (STNC) employees is requested.

RECOMMENDATION:

The Superintendent/President recommends approval of this Board item as presented.

ANALYSIS:

Education Code 88003 authorizes a governing board to hire short-term (temporary, hourly) employees for less than 75% of a school year, up to 180 days.

Education Code 70902(d) permits a governing board to adopt a rule delegating the authority to hire short-term employees to the Superintendent/President, or designee. This district has adopted such a rule in Policy No. 703.

EC 88003 was amended to require districts to specify at a regularly scheduled Board meeting the service to be performed, as well as the start and end dates of the service.

Reference Board Policy 703, Employment of Short-Term, Substitute Employees

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College Board of Trustees hereby approves/ratifies the employment of the short-term non-continuing (STNC) employees as presented pending receipt of all necessary employment eligibility requirements.

Short Term Non Continuing (STNC) Employees

(Individual assignments may not exceed 180 days within the start and end date)

Last Name	First Name	Position	Department	Start Date	End Date
Albuquerque	Lilia	Outreach Specialist	North County Center	6/13/2019	12/31/2019
Bertolino-Haley	Aiden	Greenhouse Worker 1	Agriculture	6/20/2019	6/19/2020
Connolly	Amber	Center Assistant	North County Center	5/29/2019	6/30/2019
Devries	Anna	Greenhouse Worker 2	Agriculture	6/20/2019	6/19/2020
Hoffman	Shaun	Administrative Assistant I	Nursing	5/14/2019	5/31/2019
Hoffman	Shaun	Administrative Assistant I	Nursing	6/1/2019	6/19/2019
Hoffman	Shaun	Administrative Assistant I	Nursing	6/20/2019	7/20/2019
Jacquin	Jessica	Greenhouse Worker 2	Agriculture	6/20/2019	6/19/2020
Kapp	Dallin	Greenhouse Worker	Agriculture	5/28/2019	6/19/2019
Martin	Jasmine	Mesa Assistant	Mesa	6/3/2019	6/30/2019
Moran	Jonathan	Greenhouse Worker 2	Agriculture	6/20/2019	6/19/2020
Norwood	Serena	Greenhouse Worker 1	Agriculture	6/20/2019	6/19/2020
Ratliff	Diana	Library Assistant	Library	8/19/2019	12/12/2019
Sanchez	Jessica	Learning Center Assistant	Learning Center	4/1/2019	5/24/2019
Sanchez	Jessica	Learning Center Assistant	Learning Center	5/28/2019	6/27/2019
Smallcomb	Katerina	Assistant Coach	Athletics	2/1/2019	5/30/2019
Sorensen	Erik	Greenhouse Worker 2	Agriculture	6/20/2019	6/19/2020
Tracy	Andrew	Greenhouse Worker 1	Agriculture	6/20/2019	6/19/2020

Student Employees

(Individual assignments may not exceed 180 days within the start and end date)

Last Name	First Name	Position	Department	Start Date	End Date
Feliciano	Diana	Supplemental Instruct. tutor	Learning Center	5/28/2019	6/6/2019
Florida	Josiah	ASMC Officer	Student Services	3/20/2019	5/24/2019
Hernandez	Fatima	Student Mentor/tutor	Student Services	6/10/2019	7/18/2019

SUBJECT: EMPLOYMENT – PART-TIME FACULTY

SYNOPSIS:

Employment of Part-Time Faculty for the Summer and Fall 2019 semesters.

RECOMMENDATION:

The Superintendent/President recommends that this item be approved as presented.

ANALYSIS:

The Deans recommend employment of the Part-Time Faculty included on the attached list. Each individual meets the state-mandated qualifications or the District's equivalency policy for the assignment or possesses a valid, applicable credential.

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the employment of the Part-Time Faculty for the Summer and Fall 2019 semesters as presented pending receipt of all necessary employment eligibility requirements.

EMPLOYMENT – PART-TIME FACULTY SUMMER 2019 SEMESTER		
Name	Position	Location
Brunner, Jeffrey	English Instructor	Online
Chapman, Kelvin	Physical Education - Team Sports	Ukiah
McCallister, Donelle	Agriculture Instructor	Lake Center
Orpustan-Love, Denise	Sociology Instructor	Online
Ringer, Bret	Athletics	Ukiah
Rosales Vargas, Gladis	Basic Skills Instructor	Ukiah
Turner, Lisa	English Instructor	Ukiah

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Aguirre, Larry	Health-Transfer Instructor	Ukiah
Ahders, Heidi	Mathematics Instructor	Ukiah/Online
Albuquerque, Lilia	English as a Second Language Instr.	Ukiah/Willits
Arrington, Deborah	Health-Paramedic Instructor	Lake Center
Arthur, Lorraine	Art - Painting, Drawing Instructor	Lake Center
Bach, Craig	Sustainable Technologies Instructor	Ukiah
Bailey, Aaron	English Instructor	Lake Center
Bailey, Jeffrey	Art Instructor	Online
Bailey, Rebecca	Computer Science Instructor	Fort Bragg
Bales, Alicia	Music Instructor	Ukiah
Bayer, Lucille	English Instructor	Ukiah
Bazzani, Michael	Administration of Justice Instructor	Ukiah
Beale, Edward	Geology Instructor	Ukiah
Beck, Anne	Art - Painting, Drawing Instructor	Ukiah
Beeken, Arthur	Sustainable Technologies Instructor	Ukiah
Bell, Joseph	History Instructor	Fort Bragg
Bell, Rose	History Instructor	Online
Beloshapko, Anastasia	Psychology Instructor	Willits
Benson-Martin, May	Astronomy Instructor	Willits/Online
Bentien, Marla	English As a Second Language N/C	Ukiah
Bernstein, Cyd	Computer Science Instructor	Boonville/Anderson Valley
Bishop, Elaine	Computer Science Instructor	Ukiah/Lake
Black Diemer, Susan	Health-Transfer Instructor	Willits/Fort Bragg
Blake, Cheryl	Child Development Instructor	Lake Center
Britton, Kelda	Career and College Success	Covelo/Round Valley
Brown, Carolyn	Agriculture Instructor	Ukiah
Brunner, Jeffrey	English Instructor	Online
Bruton, Emily	Biology Instructor	Ukiah
Buckingham, Amy	Nursing Instructor	Ukiah
Budlong, James	Wood Instructor	Fort Bragg
Buffalo, Daniel	Business Instructor	Lake Center
Burokas, Nina	Business Instructor	Online
Buzzell, Nancy	Child Development Instructor	Online
Byrn, Karl	History Instructor	Online
Campbell, Stuart	Philosophy Instructor	Online
Cannon, Taylor	Sociology Instructor	Ukiah/Lake
Carey, Jill	Child Development Instructor	Ukiah/Online
Carter, Rebecca	Counselor, Part-Time Hourly	Lake Center
Chadwick, George	Automotive Technology Instructor	Ukiah
Chiabotti, Dianna	Child Development Instructor	Online
Christy, Michael	Mathematics Instructor	Ukiah
Churchill, Jabez	Spanish Instructor	Lake Center
Clark, Jennifer	English Instructor	Willits/Fort Bragg
Cohen, Mina	Art - Painting, Drawing Instructor	Fort Bragg/ Online
Colt, Herbert	Mathematics Instructor	Lake Center
Cordell, Susan	English Instructor	Lake Center
Corippo, John	Fire Science Instructor	Ukiah

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Coryat, Diana	Communications Instructor	Fort Bragg
Cox, Gary	Business Instructor	Covelo/Round Valley
Cox, Kathleen	Spanish Instructor	Boonville/Anderson Valley
Cunningham, Sarah	Music Instructor	Lake Center
Dachani, Akanit	Digital Arts Media Instructor	Online
Daley, Kimberly	Human Services Instructor	Covelo/Round Valley
Davis, Daniel	Computer Science Instructor	Ukiah
Dawood, Noor	Basic Skills Instructor Non-Credit	Boonville/Anderson Valley
Decker, Melinda	Business Instructor	Ukiah
Dingman-Katz, Kathy	Theatre Arts - Technical Theater Instr.	Ukiah
Dominguez, Diana	Mathematics Instructor	Fort Bragg
Dowcett, Jim	Music Instructor	Ukiah
Dukeshier, Holly	Nursing Instructor	Ukiah
Dunn, Jonathan	Computer Science Instructor N/Credit	Covelo/Rnd. Valley/Online
Duran, Carolina	Mathematics Instructor	Ukiah/Fort Bragg
Dwyer, Molly	English Instructor	Ukiah/ Fort Bragg
Escalante, Jennifer	Nursing Instructor	Ukiah
Escobedo, Katherine	Athletics	Ukiah
Escobedo, Michael	Athletics	Ukiah
Esserman Melville, Sara	Learning Skills Instructor	Ukiah
Falandes, Helen	Alcohol and Other Drugs Instructor	Ukiah
Feigin, Kathryn	Human Services Instructor	Online
Fenwick, Richard	Automotive Technology Instructor	Ukiah
Fuller, Kirk	Digital Arts Media Instructor	Ukiah
Gonzalez, Ignacio	Real Estate Instructor	Ukiah
Goodman, Nancy	Nursing Instructor	Ukiah
Gordon, Matt	Ahtletic Director	Ukiah
Gowan, Theresa	Health-Transfer Instructor	Ukiah
Grady, Michael	Chemistry Instructor	Fort Bragg
Gray, Gary	Business Instructor	Online
Gray, Paula	Art - Painting, Drawing Instructor	Ukiah
Green, Tobias	History Instructor	Fort Bragg/ Online
Gross, Susan	Art - Painting, Drawing Instructor	Ukiah
Halper, Pauline	Art Instructor	Willits
Hee-Chorley, Lorraine	Speech Instructor	Fort Bragg
Hellman, Steven	English Instructor	Willits
Hendershot, Chelsea	Business Instructor	Online
Heston, Pamela	Administration of Justice Instructor	Ukiah/Lake
Hobart, Evan	Art - Ceramics Instructor	Fort Bragg
Hoover, Megan	Nursing Instructor	Ukiah
Huff, Shane	Physical Ed - Major Instructor	Ukiah
Jenkins, Alese	Human Services Instructor	Online
Jernigan, Jeremy	Music Instructor	Lake Center
Johnson, Cameron	English As a Second Language N/C	Ukiah
Johnson, Cassandra	Child Development Instructor	Lake Center
Johnson, Deborah	Computer Science Instructor	Ukiah
Jones, Morgan	Geology Instructor	Lake Center

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Kammer, Bradley	Psychology Instructor	Ukiah
Kang, Edwin	Computer Science Instructor	Ukiah
Kendall, Carole	Nursing Instructor	Ukiah
Kendrick, Maresa	Child Development Instructor	Ukiah/ Fort Bragg
Kerrigan, Trilby	Human Services Instructor	Ukiah/Lake/Willits/Fort Bragg
Kidwell, Suzanne	Computer Science Instructor	Willits
Killian, Rose	Clothing Instructor	Ukiah
Killops, Jessica	Nursing Instructor	Ukiah
Kirkpatrick, Kathleen	Art - Painting, Drawing Instructor	Willits
Klimist-Zingo, Martha	Political Science Instructor	Ukiah/Online
Koch, Amanda	Mathematics Instructor	Fort Bragg
Kuhn Fornari, Melissa	English as a Second Language	Fort Bragg
Lam-Hansard, Katherine	Economics Instructor	Ukiah/Online
Larsen, Erick	Mathematics Instructor	Lake Center
Lau, Alvin	American Sign Language Instr.	Ukiah/Willits
Lawyer, Jeremy	Counselor, Part-Time Hourly	Ukiah
Leonard, Lisa	Nursing Instructor	Ukiah
Liljeblad, Jonathan	Political Science Instructor	Online
Lipman, Martin	Real Estate Instructor	Ukiah
Locascio, Lisa	English Instructor	Fort Bragg
Loomis, Kristine	Agriculture Instructor	Ukiah
Lukrich, Cathleen	Nursing Instructor	Ukiah
Lutsky, Andrew	English Instructor	Online
MacDougall, Elizabeth	Music Instructor	Ukiah
Magann, Carl	Fire Science Instructor	Ukiah
Maglinte, Ann	Art - Painting, Drawing Instructor	Willits
McCallister, Donelle	Agriculture Instructor	Lake Center
McCormick, Cari	Real Estate Instructor	Lake Center
McKay, Carol	Child Development Instructor	Ukiah/Online
Metzger, Angela	English Instructor	Lake Center
Metzler, Sandra	Theatre Arts - Dancing Instructor	Willits
Mitchell, Rodney	Administration of Justice Instr.	Online
Molina, Michele	English as a Second Language	Lake Center
Morgan, Heidi	Psychology Instructor	Online
Myklebust, Martha	Child Development Instructor	Willits/Online
Newkirk, Elizabeth	Counselor, Part-Time Hourly	Fort Bragg
Nishiyama, Robert	Administration of Justice Instr.	Ukiah
Novak, John	Automotive Technology Instr.	Ukiah
O'Meara, Melbourne	Mathematics Instructor	Lake Center
Ocegueda, Jose	Spanish Instructor	Ukiah
Offill, William	Athletics	Ukiah
Olinger, Euline	English as a Second Language	Lake Center
Orpustan-Love, Denise	Sociology Instructor	Online
Ortiz, Mateo	Digital Arts Media Instructor	Fort Bragg
Palmer, Jonathan	Art Instructor	Fort Bragg
Parmenter, Robert	Library Instructor	Online
Patterson, Victoria	Sociology Instructor	Ukiah
Pearson, Nicholas	Automotive Technology Instr.	Ukiah

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Penner, Elfriede	English as a Second Language	Ukiah
Prather, Douglas	Anthropology Instructor	Lake Center
Price, Christine	Alcohol and Other Drugs Instr.	Ukiah
Price, Jennifer	Anthropology Instructor	Online
Prigge, Joshua	Sustainable Technologies Instr.	Online
Pullapat, Chaowalit	Mathematics Instructor	Ukiah
Rakofsky, Karen	Basic Skills Instructor Non-Credit	Fort Bragg
Renderman, Kathryn	Mathematics Instructor	Ukiah/Lake
Rickansrud-Young, Rebel	English Instructor	Online
Riddell, Jennifer	Sustainable Technology Instr.	Ukiah
Ringer, Bret	Athletics	Ukiah
Ritchley, Yuliya	Career and College Success	Willits
Rodriguez, Teresa	Basic Skills Instructor Non-Credit	Fort Bragg
Rohlicek, Louis	History Instructor	Ukiah
Rojas, Ana	Spanish Instructor	Fort Bragg
Rose, Marsh	Psychology Instructor	Ukiah
Sabalone, Anna	Art Instructor	Lake Center
Sammel, David	Spanish Instructor	Online
Sanchez, Jacqueline	Athletics	Ukiah
Schmidt, Victoria	Psychology Instructor	Ukiah/Lake
Schon-Brunner, Eryn	Theatre Arts - Dancing Instructor	Ukiah
Scott, Remie	Chemistry Instructor	Ukiah
Shepherd, Dennis	English Instructor	Covelo/Round Valley
Shieh, Amanda	Mathematics Instructor	Ukiah
Shimada, Machiko	Mathematics-Basic Skills Instr.	Ukiah/Lake
Sholars, Teresa	Agriculture Instructor	Fort Bragg
Siderakis, Julia	Culinary Arts Instructor	Online
Silva, Logan	History Instructor	Ukiah
Simpson, Marilyn	Music Instructor	Ukiah/Willits
Smart, Tanya	Biology Instructor	Fort Bragg
Smith, Gregory	Wood Instructor	Fort Bragg
Snider, Michelle	Mathematics Instructor	Willits
Stocker, Ricardo	Psychology Instructor	Ukiah
Summit, Debra	Nursing Instructor	Ukiah
Swanson, Catherine	English as a Second Language	Covelo/Round Valley
Taylor, Riba	English Instructor	Online
Thomas, Alexander	Economics Instructor	Ukiah/Online
Thompson, Jessica	Art - Ceramics Instructor	Ukiah/Fort Bragg
Thomsen, Kirk	Fire Science Instructor	Ukiah
Tilton, Kathryn	Theatre Arts - Dancing Instructor	Willits
Timm, Janice	Music Instructor	Ukiah
Todd, Krista	Nursing Instructor	Ukiah
Tomlinson, John	Theatre Arts - Acting Instructor	Lake Center
Torguson, Mark	Athletics	Ukiah
Trigg, Joycelyn	English Instructor	Fort Bragg
Turner, Kirsten	Theatre Arts - Dancing Instructor	Ukiah
Twyman, Walter	Natural Resources Instructor	Ukiah

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Tyner, Kris	Mathematics Instructor	Ukiah/Lake
Upton, Chatnaree	Physics Instructor	Ukiah/Online
Vaccaro, Erin	Biology Instructor	Ukiah/Willits/Online
Vedolla, Eddie	Theatre Arts - Dancing Instructor	Ukiah
Verdier, Ronald	Sustainable Technology Instructor	Ukiah
Vetzmadian, Shushan	English as a Second Language Inst.	Lake Center
Vice, Jonica	Health-Transfer Instructor	Ukiah
Von Vogt, Margaret	Basic Skills Instructor Non-Credit	Boonville/Anderson Valley
Walker, Glenn	Agriculture Instructor	Ukiah
Watson-Krasts, Dena	Theatre Arts - Dancing Instructor	Ukiah
Weiss, Elizabeth	Business Instructor	Lake Center
White, Jaime	Nursing Instructor	Ukiah
Wilson, Patrick	History Instructor	Ukiah/Willits
Windsor, Jenni	Music Instructor	Fort Bragg
Wingler, Douglas	Athletics	Ukiah
Woll, Lily	English as a Second Language Inst.	Lake Center
Woodhouse, Noel	Sustainable Technologies Instructor	Willits/Laytonville
Young, Magdalena	Computer Science Instructor	Willits
Young, Rachel	Theatre Arts - Dancing Instructor	Ukiah
Zellman, Paul	Agriculture Instructor	Ukiah
Zeni, Michael	Welding Instructor	Lake Center
Zepeda, Gayle	Human Services Instructor	Ukiah/Willits/Lake/Fort Bragg
Zhang, Min	Mathematics Instructor	Ukiah
Zotter, Frank	Business Instructor	Ukiah/Online

SUBJECT: VOLUNTEERS

SYNOPSIS:

Approval of volunteers

RECOMMENDATION:

The Superintendent/President recommends this item be approved as presented.

ANALYSIS:

Individuals may volunteer their services to the District, but only authorized volunteers approved by the administration and the Governing Board are entitled to workers' compensation benefits. No volunteers are agents of the District. (Labor Code 3364.5; Board Policy No. 702) The following volunteers approved by the administration are recommended for Board approval:

<i>Name</i>	<i>Assignment</i>
Brian Kajla	Assist with IT classroom technology setup in order to compliment CSC educational goals

The following list of people will be participating in work projects and educational activities at the coastal field station:

Emily Allen	Jim Bawcom	Julie Bawcom
Fred Bellows	Clay Blundell	Ian Blundell
Warren Cardimona	Bonnie Carter	Jared Carter
Phil Clark	John Cole	Cristian Medina
Roger Foote	Douglas Forsell	Jonah Freedman
Andy Jahn	Robert Keiffer	Max Koeninger
Wade Koeninger	Julia Larke	Lynda Myers
Jeremy Ronco	Leslie Saxon-West	William Smith
Jeff Trouette	Walter Twyman	Beverly Urton
Alan West		

Reference Board Policy 702, Volunteers

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the list of volunteers as presented.

SUBJECT: EMPLOYMENT - CLASSIFIED

SYNOPSIS:

Employment of Administrative Assistant 1 – DSPS, Maintenance Technician and Telecommunications Technician.

RECOMMENDATION:

The Superintendent/President recommends this item be approved as presented.

ANALYSIS:

Christina Orozco
Administrative Assistant 1 – DSPS
Effective: June 13, 2019

Ben Kohler
Telecommunications Technician
Effective: July 1, 2019

Antonio Lombardi
Maintenance Technician
Effective: July 1, 2019

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Christina Orozco, Administrative Assistant 1 - DSPS, effective June 13, 2019; Ben Kohler, Telecommunications Technician, effective July 1, 2019 and Antonio Lombardi, Maintenance Technician, effective July 1, 2019, pending receipt of all necessary employment eligibility requirements.

SUBJECT: EMPLOYMENT – TENURE-TRACK FACULTY

SYNOPSIS:

Employment of a full-time, tenure-track faculty in Spanish

RECOMMENDATION:

The Superintendent/President recommends that this item be approved as presented.

ANALYSIS:

Spanish
Valentina Velazquez-Zvierkova
Effective: August 16, 2019

Valentina has a Ph. D in Spanish from the University of California, Davis; she also earned her Master's Degree at University of California, Davis, in Spanish, and went to California State University, Sacramento and earned her Bachelor of Arts in Spanish with a minor in History. Ms. Velazquez-Zvierkova has over 9 years of experience teaching in different universities across the nation.

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Valentina Velazquez-Zvierkova as a full-time, tenure-track instructor in Spanish effective August 16, 2019, pending receipt of all necessary employment eligibility requirements.

SUBJECT: RENEW CONTRACTS FOR CATEGORICALLY FUNDED FACULTY

SYNOPSIS:

Approval of renewal of categorically funded faculty contracts.

RECOMMENDATION:

The Superintendent/President recommends this item be approved as presented.

ANALYSIS:

7/1/19 – 6/30/20

Sara Bogner, Director of Physical Therapist Assistant Program – 175 Days

Joseph Munoz, Director of Clinical Education – 175 Days

Apryl Guisasola, Equity Counselor – 175 Days

7/1/19 – 10/31/19

Lidia Sanchez, CAMP Counselor – 58 Days

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College Board of Trustees hereby approves the categorically funded faculty contracts as presented.

ITEM NO: 4.7

DATE: June 12, 2019

SUBJECT: CLASSIFIED – RELEASE DURING PROBATION

SYNOPSIS:

Approval of release during probation of a Classified employee.

RECOMMENDATION:

The Superintendent/President recommends that this item be approved as presented.

ANALYSIS:

Pursuant to the collective bargaining agreement between Mendocino-Lake Community College District and the Mendocino-Lake College Classified Bargaining Unit, a Classified employee may be released at any time during the probationary period at the discretion of the Superintendent/President.

Reference Board Policy 7230, Classified Employees

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the release during probation of a Programmer/Analyst, Senior effective 5/31/2019.

ITEM NO: 5.1

DATE: June 12, 2019

SUBJECT: FISCAL REPORT AS OF APRIL 30, 2019

SYNOPSIS:

A report on District fiscal data as of April 30, 2019

RECOMMENDATION:

The Superintendent/President recommends this item be approved as presented.

ANALYSIS:

The fiscal report as of April 30, 2019 is submitted as information. The Board of Trustees is requested to accept the report.

Reference Board Policy 6200, Budget Preparation

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby accept the fiscal report as presented.

Mendocino-Lake Community College District
General Fund
2018/19 Fiscal Report as of April 30, 2019

	2018/19	Year-to-date		%	
	Working Budget	Actuals	Balance	Rec/Exp	
REVENUE					
	Beginning Fund Balance	\$6,794,482			
FEDERAL	Federal Forest Reserve	\$16,000	\$0	\$16,000	0%
	CAMP	\$522,925	317,784	205,141	61%
	PELL Grant Administration	\$7,500	6,510	990	87%
	HEP	\$737,762	289,039	448,723	39%
	HSI	\$855,370	482,854	372,516	56%
	CTEA	\$179,433	0	179,433	0%
	Other Federal Revenue	\$50,254	41,500	8,754	0%
	TOTAL FEDERAL SOURCES	\$2,369,244	\$1,137,687	\$1,231,557	48%
STATE	State General Apportionment	\$10,528,099	\$8,948,321	\$1,579,778	85%
	Education Protection Account	2,722,339.00	\$2,012,269	\$710,070	74%
	Board of Governors Grant	43,419.00	36,471	6,948	84%
	Student Equity and Achievement	1,874,877.00	1,650,547	224,330	88%
	Part-time Faculty Office Hours	7,000.00	0	7,000	0%
	Part-time Faculty Compensation	87,694.00	71,470	16,224	81%
	Prop 39 Work Force Grant	1,309,437.00	543,872	765,565	42%
	AEBG Adult Education Block Grant	1,931,328.00	1,677,897	253,431	87%
	CTE Strong Workforce Program	1,595,813.00	1,049,021	546,792	66%
	Other Categorical Apportionments	240,860.00	242,827	-1,967	101%
	TANF	42,692.00	22,200	20,492	52%
	DSPS	385,466.00	323,790	61,676	84%
	CALWORKS	222,103.00	186,565	35,538	84%
	BFAP	181,124.00	152,144	28,980	84%
	EOPS	576,265.00	484,061	92,204	84%
	EOPS CARE	63,560.00	53,392	10,168	84%
	MESA	90,016.00	0	90,016	0%
	Other Categorical Program Allowances	420,064.00	303,891	116,173	72%
	State Subventions	211,829.00	198,774	13,055	94%
	Lottery	510,612.00	199,047	311,565	39%
	Mandated Cost Reimbursements	73,473.00	73,473	0	100%
	Other State Revenue	289,000.00	314,876	-25,876	109%
	TOTAL STATE SOURCES	\$23,407,070	\$18,544,908	\$4,862,162	79%
LOCAL	Property Taxes	\$8,902,871	\$8,370,824	\$532,047	94%
	Local Contributions/Grants/Donations	171,174	47,652	123,522	28%
	Contract Instructional Services	21,000	2,100	18,900	10%
	Rents/Leases (Facilities Use)	92,286	70,770	21,516	77%
	Interest	75,000	85,672	-10,672	114%
	Community Extension	8,000	1,860	6,140	23%
	Student Fees	1,101,551	1,119,986	-18,435	102%
	Bookstore Commission	30,000	0	30,000	0%
	Other Local Revenue	383,884	347,674	36,210	91%
	TOTAL LOCAL SOURCES	\$10,785,766	\$10,046,538	\$739,228	93%
TOTAL REVENUES		\$36,562,080	\$29,729,133	\$6,832,947	81%
TOTAL RESOURCES AVAILABLE		\$43,356,562			
EXPENDITURES					
	Certificated Salaries	\$12,152,674	\$9,469,822	\$2,682,852	78%
	Classified Salaries	6,905,265	5,298,698	1,606,567	77%
	Benefits	7,080,826	5,554,862	1,525,964	78%
	Subtotal Personnel Costs	\$26,138,765	\$20,323,382	\$5,815,383	78%
	Supplies	\$1,505,249	\$814,522	\$690,727	54%
	Services	5,811,399	3,166,519	2,644,880	54%
	Capital Outlay	1,715,940	1,187,699	528,241	69%
	Transfers/Other Outgo	2,038,096	1,186,398	851,698	58%
TOTAL EXPENDITURES		\$37,209,449	\$26,678,520	\$10,530,929	72%
	Ending Fund Balance	\$6,147,113			
TOTAL EXPENDITURES/CONTINGENCY		\$43,356,562			

SUBJECT: DONATIONS

SYNOPSIS:

Acceptance of donation to Mendocino College as follows:

2001 Chevrolet truck donated by Bill Churchill

RECOMMENDATION:

The Superintendent/President recommends acceptance of this donation.

ANALYSIS:

The automobile has been donated to Mendocino College for the Auto Tech Club. It will be used for lab activities, components, or repaired and sold with proceeds going to the Auto Tech Club. Auto Tech Club funds are used for book scholarships for ongoing auto students and for purchase of automotive tools and supplies.

A thank you letter will be sent to the donor.

Reference Board Policy 609, Donations and Gifts

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the above donation to Mendocino College by Bill Churchill.

SUBJECT: BOARD OF TRUSTEES/FOUNDATION BOARD AD-HOC COMMITTEE

SYNOPSIS:

An update report will be shared.

RECOMMENDATION:

To be determined at the meeting.

ANALYSIS:

At the Board Workshop held on January 16, 2019, Trustees Geck, Nickerman and Martinez of the college Board of Trustees were selected to participate as part of an ad-hoc committee created to review ways the college and the foundation could continue to work together collaboratively going forward.

MOTION/ACTION:

To be determined at the meeting.

SUBJECT: BOARD OF TRUSTEES STUDENT HOUSING AD-HOC COMMITTEE

SYNOPSIS:

An update report will be shared.

RECOMMENDATION:

To be determined at the meeting.

ANALYSIS:

At our February and March Board of Trustee's meeting, Board President Pinoli indicated he would create an ad hoc committee made up of constituent group members, a member or members of the public, a student representative, and someone from the foundation board. He has requested the ad hoc committee to do its work in the next two / three months and report back to the full board no later than their September meeting, but sooner if possible.

The ad hoc committee will consist of the following members or their designee:

Robert Jason Pinoli, Trustee
Marie Myers, Trustee
Arturo Reyes, Superintendent / President
Eileen Cichocki, Assistant Superintendent / Vice President of Administrative Services
Ulises Velasco, Vice President of Student Services
Catherine Indermill, Academic Senate
Tony Novelli, Classified Senate
Matt Gordon, Management / Supervisory Confidential
Marilyn Harden, Mendocino College Foundation
Rickie Farah, Student Trustee
Bill Pauli, Member of the Public

MOTION/ACTION:

To be determined at the meeting.

SUBJECT: 2019/20 TENTATIVE BUDGETS

SYNOPSIS:

Board of Trustees consideration of the adoption of the 2019/20 Tentative Budgets.

A public hearing on the proposed 2019/20 Adopted Budgets will be held at the regular Board of Trustees meeting in September.

RECOMMENDATION:

The Superintendent/President recommends the adoption of the 2019/20 Tentative Budgets for the Mendocino-Lake Community College District General Fund, Debt Service Fund, Child Care Fund, Capital Projects Fund, Special Reserve Fund, Health Fund, Student Representation Fee Fund, Student Center Fund, and Student Financial Aid Award Projections, as shown in Attachments A through I.

ANALYSIS:

All California Community College Districts are required to adopt Tentative Budgets for the coming fiscal year and transmit them to the County Superintendent of Schools prior to July 1 of the current year. The Tentative Budgets reflect the best estimates of coming year revenues and expenditures known at the time of submission. Since the State of California typically does not adopt its budget until after June 15, significant changes in projected revenues and expenditures can be anticipated for the September Adopted Budget.

BEGINNING BALANCE

The projected 2019/20 Unrestricted General Fund beginning balance is \$5,918,004 based on the 2018/19 budgeted ending balance. Currently over \$226,000 of prospective expenditures are encumbered. Actual expenditure levels cannot be determined until the current year's books are closed and those encumbrances are resolved.

REVENUE:

The General Fund revenue included herein is based on the most recent 2019/20 fiscal year budget information received from the Governor's Budget, the Governor's May Revise, the Chancellor's Office, the Community College League of California, the Legislative Analyst's Office, and School Services of California.

Apportionment Base/Restoration/Stability

This proposed Adopted Budget assumes that the District will earn apportionment based upon the new Student Centered Funding Formula (SCFF). The SCFF for 2019/20 is based on the following: 70% of apportionment on FTES, 20% on enrollment of low-income students, and 10% on successful student outcomes. The new funding formula will be completely phased in by 2021/22 fiscal year and the hold harmless period will end at that time. There are changes proposed to the SCFF that would delay the phase in of the success measures and extend the hold harmless timeline.

Total general apportionment is budgeted at \$23,793,304. This includes an increase of \$751,000 due to a COLA on 2019/20 general apportionment of 3.26%.

This budget includes no deficit factor on general apportionment. A deficit factor on apportionment is a result of the difference between what the State assumes all 72 colleges will receive for property taxes and enrollment fees and what colleges actually receive.

COLA Revenue

COLA on general apportionment is statutorily determined by the United States Department of Commerce based upon the Implicit Price Deflator for State and Local Governments. It is likely the District will receive a 3.26% COLA on general apportionment for 2019/20. This budget includes an increase of \$751,000 due to this COLA on revenue.

Growth Revenue

The Governor's May Revise included 0.55% funding for enrollment growth. This budget does not include growth funding as the college is realizing a decline in enrollment.

EXPENDITURES:

Salaries, Wages, and Benefits

Projected 2019/20 costs for all currently authorized positions are reflected in this budget, including step and longevity increments for which current staff are eligible. The cost of these increments is approximately \$250,000. Salaries and wages are budgeted according to the terms of the current collective bargaining agreements. The District is currently negotiating with all of the constituent groups for 2019/20. This proposed budget does not include expenditures which may result from future collective bargaining settlements.

The 2018/19 agreement with SEIU included a provision that if the 2018/19 unrestricted general fund was balanced (actual revenues exceeded actual expenditures and transfers) at June 30, 2019 than a COLA of 2.71% would be applied on the salary schedule effective September 1, 2019. The cost of this increase is included in this budget.

The General Fund Budget includes a payment to the Health Fund equal to \$1,600 per plan participant per month or \$19,200 per year. This is an increase from the rate for 2018/19 which was \$1,400/\$16,800. The rate is being increased based on actual claim costs coming in over budget in 2018/19. This rate increases the budgeted costs for health benefits by \$480,000. This rate may be adjusted during the year as actual health costs become known.

This budget includes a PERS (Public Employee Retirement System) District contribution rate of 20.733%, an increase from the 2018/19 rate of 18.062% which will result in a cost increase of \$133,000.

The budget includes a 2018/19 STRS (State Teachers Retirement System) District contribution rate of 18.1% an increase from 16.28% in 2018/19 which will result in a cost increase of \$148,000. However, the Governor's May Revise proposes to reduce the STRS contribution rate of 18.1% to 16.71% which would lower the cost increase to \$34,000.

Supplies and Services

Departmental supplies and services budgets reflect the same level as prior years.

Capital Outlay

The unrestricted funding for capital outlay within the General Fund is comprised of \$50,000 for computers scheduled for replacement on the refresh cycle and \$10,000 for computers for new hires.

CATEGORICAL PROGRAMS

The proposed June Tentative Budget includes 50 categorical programs, totaling approximately \$8.8 million. This is a lower level than 2018/19 due to lower carryover amounts. Also contributing to the lower amount is that the HEP and CAMP grants are expiring as of June 30, 2019 and it is unknown if they will receive a five-year renewal. Categorical revenues are projected based on tentative information from various state and federal agencies.

ACTUARIAL LIABILITIES FOR RETIREE HEALTH BENEFITS (OPEB)

The college provides post-employment health care coverage for eligible retired employees and their dependents in accordance with negotiated contracts with the various bargaining units. The college is required by GASB 75 to plan for Other Post Employment Benefit (OPEB) liabilities and disclose the Total OPEB Liability (TOL) in its financial statements. The college contracts with an actuary to estimate the future liability of these benefits. The most recent study conducted November 2018 determined the TOL to be \$5,856,986. In December 2013, PBC reviewed a plan to address the OPEB liability and set aside funds from the Health Benefits Fund in years when that fund ends with a surplus. The PBC reviewed the plan on June 5, 2017. The amount projected to be transferred from the Health Benefits Fund to the Special Reserve Fund in 2018/19 is \$353,890. This would leave a fund balance of \$750,000 in the Health Benefits Fund and results in a GASB 75 OPEB reserve of \$1,869,108, which is 31% of the total TOL. A similar transfer will be considered in 2019/20 should actual health claims come in under the budgeted amount of \$1,600 per employee per month.

BOARD BUDGET PARAMETERS:

General Fund Budget Parameters

Unrestricted Ending Balance

The targeted ending fund balance in the General Fund shall be 15% of total unrestricted expenditures. At no time shall the ending balance go below a minimum of 5%. - **MET**

Balanced Budget

The General Fund shall have a balanced budget with total ongoing expenditures and transfers not exceeding total ongoing revenues.

NOT MET – The Unrestricted General Fund budget is out of balance by \$587,000 of which \$295,000 is due to one-time transactions. Therefore, this budget has an ongoing structural deficit of \$292,000.

One-time revenues and reserves shall not be used to fund ongoing expenditures but may be considered for current year expenditures that do not create obligations in future years.

NOT MET – The Unrestricted General Fund budget is out of balance by

\$587,000 of which \$295,000 is due to one-time transactions. Therefore, this budget has an ongoing structural deficit of \$292,000.

Health Fund Budget Parameter

Health Fund

The Health Benefit contribution rate shall be set for the next fiscal year so that total annual contributions equal or exceed projected total health care costs as determined by an analysis of historical trends. – **MET**

ENDING BALANCE

The projected 2019/20 General Fund ending fund balance is \$5,330,820 million or 20.47% of expenditures and transfers. The Board has directed administration to set aside the amount estimated to cover future STRS/PERS pension cost increases. This amount totals \$527,000 for the time period from 2020/21 to 2022/23. With this amount set aside in the General Fund, the unrestricted reserve is lowered to \$4,803,820 or 18.44% of expenditures and transfers. Typically, District expenditures are known with greater accuracy than revenues at this time. The 2019/20 beginning balance will also be more precisely projected by the time the Adopted Budget is presented as most financial transactions for 2018/19 will have been reconciled by that time. In the likely event of timely passage of the State Budget, more accurate revenue information will be available in time for inclusion in the September Adopted Budget.

SUMMARY

In summary, there are many revenue and expenditure assumptions included in this budget that will likely change based upon enrollment and the final budget enacted by the State. 2015/16 through 2018/19 were very good budget years for community colleges. 2019/20 and beyond are very uncertain due to the major changes to the formula by which colleges are funded.

Unknowns that may impact the budget which, when clarified, may be included in the Adopted Budget:

- Deficit factor on apportionment
- Changes to the Student Centered Funding Formula
- State offset of college STRS contribution rate

The Chancellor's Office, Department of Finance, Legislative Analyst's Office and the Governor continue to advise colleges to remain cautious in making on-going expenditure decisions. The current economic expansion has extended well beyond the average number of years of historical economic up turns. All agencies implore colleges to plan for the increases to pension costs and position themselves for the next downturn.

OTHER FUND BUDGETS:

The Debt Service Fund Budget (Attachment B), was included for the first time in 2009/10 to reflect the debt service payments on the Solar project. A portion of the project was funded by municipal lease bonds and the debt service will be offset by the energy savings from the solar field and PG&E rebates. The transfer from the general fund will level off at \$400,000 until the solar field is paid off in 2021. At that time the debt service fund will no longer be necessary and the \$400,000 will be available for other purposes.

The Child Care Fund Budget (Attachment C), reflects a program similar to the 2018/19 program. The estimated increased costs for salary step and column advancements are included in this budget. The proposed budget reflects a general fund subsidy of \$132,876.

The Capital Projects Fund Budget (Attachment D), includes projected revenues and expenditures as well as reserves set aside for future capital projects.

The Special Reserve Fund Budget (Attachment E), includes reserves for accrued vacations, load banking, GASB 75 requirements, and self-insurance (active/retiree health plans, property, liability, and workers' compensation). Accrued vacation and load banking are each reserved at 25% of the total value of vacation and load banking accruals respectively, based on the most recent audited figures.

The Health Fund Budget (Attachment F), identifies those monies set aside for payment of health benefits during the 2019/20 fiscal year. This fund was established when the District made a decision to self-insure these benefits. Revenue and expenditures are budgeted at \$1,600 per plan participant per month (\$19,200 annually) for 2019/20.

The Student Representation Fee Fund Budget (Attachment G), reflects the \$1 per semester that each student pays to support student government here at the College.

The Student Center Fund Budget (Attachment H), reflects the \$1 per unit per semester to a maximum of \$5 that each student pays for equipment and improvements to student areas in the Lowery Student Center and student areas at the Lake Center, North County Center, and Coast Center.

The Student Financial Aid Award Projections Budget (Attachment I), reflects a program similar to the 2018/19 program.

MOTION/ACTION:

RESOLVED, That the Board of Trustees of the Mendocino-Lake Community College District does hereby adopt the proposed 2019/20 Tentative Budgets as presented and shown on Attachments A-1 through I:

Attachment A-1	General Fund Unrestricted Tentative Budget
Attachment A-2	General Fund Restricted Tentative Budget
Attachment B	Debt Service Fund Tentative Budget
Attachment C	Child Care Fund Tentative Budget
Attachment D	Capital Projects Fund Tentative Budget
Attachment E	Special Reserve Fund Tentative Budget
Attachment F	Health Benefits Fund Tentative Budget
Attachment G	Student Representation Fee Fund Tentative Budget
Attachment H	Student Center Fund Tentative Budget
Attachment I	Student Financial Aid Award Tentative Projections

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2019/20**

	2018/19 REVISED BUDGET FUND 11		2019/20 TENTATIVE BUDGET FUND 11	
BEGINNING FUND BALANCE	\$ 6,559,593		\$ 5,918,004	
<u>REVENUE:</u>				
A. Federal	23,500		23,500	
B. State	14,051,806		14,887,226	
C. Local	10,654,131		10,550,470	
TOTAL REVENUE	<u>\$ 24,729,437</u>		<u>\$ 25,461,196</u>	
<u>EXPENDITURES:</u>				
A. Certificated Salaries and Wages	\$ 10,498,579		\$ 10,462,653	
Classified Salaries and Wages	<u>5,001,531</u>		<u>5,083,681</u>	
Subtotal Salaries and Wages	15,500,110		15,546,334	
Fringe Benefits	<u>5,851,495</u>		<u>6,636,861</u>	
Total Personnel Costs	21,351,605		22,183,195	
B. Supplies	703,211		636,848	
C. Contractual Services	2,622,617		2,597,957	
D. Capital Outlay	176,146		71,943	
E. Transfers				
To Child Care Fund	127,344		152,876	
To Debt Service Fund	<u>390,103</u>		<u>405,561</u>	
	517,447		558,437	
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 25,371,026</u>		<u>\$ 26,048,380</u>	
<u>FUND BALANCE:</u>				
A. Designated (PERS/STRS)	699,000		527,000	
B. Undesignated	<u>5,219,004</u>	20.57%	<u>4,803,820</u>	18.44%
TOTAL ENDING FUND BALANCE	5,918,004	23.33%	5,330,820	20.47%
CHANGE IN RESERVES	<u>\$ (641,589)</u>		<u>\$ (587,184)</u>	

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
RESTRICTED GENERAL FUND
2019/20**

	2018/19 REVISED BUDGET FUND 12	2019/20 TENTATIVE BUDGET FUND 12
BEGINNING FUND BALANCE	\$ 234,889	\$ 210,446
<u>REVENUE:</u>		
A. Federal	2,345,743	938,136
B. State	9,348,761	7,837,109
C. Local	118,000	97,000
TOTAL REVENUE	<u>\$ 11,812,504</u>	<u>\$ 8,872,245</u>
<u>EXPENDITURES:</u>		
A. Certificated Salaries and Wages	\$ 1,684,609	\$ 1,197,748
Classified Salaries and Wages	1,929,244	1,451,707
Subtotal Salaries and Wages	<u>3,613,853</u>	<u>2,649,455</u>
Fringe Benefits	1,243,249	961,881
Total Personnel Costs	<u>4,857,102</u>	<u>3,611,336</u>
B. Supplies	745,082	576,538
C. Contractual Services	3,190,004	1,222,299
D. Capital Outlay	1,524,316	1,232,554
E. Transfers to Student Financial Aid Fund and Other Payments To/For Students	<u>1,520,443</u>	<u>2,251,354</u>
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 11,836,947</u>	<u>\$ 8,894,081</u>
ENDING FUND BALANCE	\$ 210,446	\$ 188,610
CHANGE IN RESERVES	<u>\$ (24,443)</u>	<u>\$ (21,836)</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
DEBT SERVICE FUND
2019/20**

	2018/19 REVISED BUDGET FUND 29	2019/20 TENTATIVE BUDGET FUND 29
BEGINNING FUND BALANCE	\$ -	\$ -
<u>REVENUE:</u>		
A. Interest	(2,000)	(2,000)
B. Transfer from General Fund - Solar	390,103	405,561
TOTAL FUNDS AVAILABLE	<u>\$ 388,103</u>	<u>\$ 403,561</u>
<u>EXPENDITURES:</u>		
A. Solar debt service payments	\$ 388,103	\$ 403,561
RESERVES	-	-
TOTAL EXPENDITURES AND RESERVES	<u>\$ 468,748</u>	<u>\$ 403,561</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
CHILD CARE FUND
2019/20**

	2018/19 REVISED BUDGET FUND 33	2019/20 TENTATIVE BUDGET FUND 33
REVENUE:		
Federal		
A. Food Program	\$ 33,000	\$ 30,000
State		
B. CA State Preschool Program	240,724	228,604
C. Food Program	1,750	1,500
D. General Contract	180,889	195,889
Local		
E. Parent Fees - Non-Certified/Full Fee	110,000	110,000
F. Other Local Income	-	-
Transfers		
G. General Fund Subsidy	107,344	132,876
H. Employee Child Care Benefit	20,000	20,000
TOTAL REVENUE	\$ 693,707	\$ 718,869
EXPENDITURES:		
A. Personnel Costs		
1. Salary and Wages		
Classified Regular	\$ 233,482	\$ 235,552
Classified Hourly	185,161	186,985
	418,643	422,537
2. Benefits	157,045	178,293
Total Personnel Costs	575,688	600,830
B. Supplies	94,895	96,415
C. Contractual Services	23,124	21,624
TOTAL EXPENDITURES	\$ 693,707	\$ 718,869

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
CAPITAL PROJECTS FUND
2019/20**

	2018/19 REVISED BUDGET FUND 41	2019/20 TENTATIVE BUDGET FUND 41
BEGINNING FUND BALANCE		
Unrestricted	\$ 927,846	\$ 736,559
TOTAL BEGINNING FUND BALANCE	927,846	736,559
<u>REVENUE:</u>		
A. Interest	15,000	15,000
B. Proposition 39 Energy Projects	4,483	-
C. Physical Plant Block Grant	94,387	-
D. Redevelopment Agency On-going	150,000	150,000
E. NCCCSIA Return of Equity	-	-
F. NCCCSIA Safety Credit	15,000	15,000
TOTAL REVENUES	278,870	180,000
TOTAL FUNDS AVAILABLE	<u>\$ 1,206,716</u>	<u>\$ 916,559</u>
<u>EXPENDITURES AND TRANSFERS:</u>		
A. Energy System Upgrades	\$ 4,483	\$ -
B. Physical Plant Block Grant	94,387	-
C. Campus Signs	41,287	34,487
D. Disabled Access Improvements	50,000	50,000
F. Traffic Light	300,000	270,000
G. Safety Improvements	75,000	30,000
H. Housing Study	50,000	-
I. Facilities Master Planning	25,000	25,000
J. Other Capital Projects	100,000	100,000
TOTAL EXPENDITURES	740,157	509,487
RESERVES	466,559	407,072
TOTAL EXPENDITURES AND RESERVES	<u>\$ 1,206,716</u>	<u>\$ 916,559</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
SPECIAL RESERVE FUND
2019/20**

	2018/19 REVISED BUDGET FUND 61	2019/20 TENTATIVE BUDGET FUND 61
BEGINNING FUND BALANCE	\$ 2,370,838	\$ 2,675,728
<u>REVENUE:</u>		
A. Interest	36,000	36,000
B. Transfer from Health Fund	768,890	-
TOTAL FUNDS AVAILABLE	<u>\$ 3,175,728</u>	<u>\$ 2,711,728</u>
<u>EXPENDITURES AND TRANSFERS:</u>		
A. Transfer to General Fund	-	-
<u>RESERVES:</u>		
A. Accrued Vacation Reserve	\$ 171,562	\$ 171,562
B. Load Banking Reserve	115,089	115,089
C. Health Fund Reserve	275,000	275,000
D. Incurred But Not Recorded (IBNR) Health Benefits	180,000	180,000
E. GASB 75 Reserve	2,269,108 *	1,869,108 *
F. Self Insurance Reserve	164,969	100,969
TOTAL RESERVES	<u>3,175,728</u>	<u>2,711,728</u>
TOTAL EXPENDITURES AND RESERVES	<u>\$ 3,175,728</u>	<u>\$ 2,711,728</u>

*Total GASB 75 liability per actuarial study dated November 26, 2018 is \$5,856,986.

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
HEALTH FUND
2019/20**

	2018/19 REVISED BUDGET FUND 62	2019/20 TENTATIVE BUDGET FUND 62
BEGINNING FUND BALANCE	\$ 1,518,890	\$ 750,000
<u>REVENUE:</u>		
A. Contribution from Other Funds	3,283,000	3,840,000
B. Employee Contributions	30,000	30,000
C. Interest	16,000	16,000
TOTAL REVENUE	<u>3,329,000</u>	<u>3,886,000</u>
TOTAL FUNDS AVAILABLE	<u>\$ 4,847,890</u>	<u>\$ 4,636,000</u>
<u>EXPENDITURES:</u>		
A. Health Care Services	\$ 3,329,000	\$ 3,886,000
B. Transfer to Special Reserve Fund	768,890	-
TOTAL EXPENDITURES	<u>4,097,890</u>	<u>3,886,000</u>
RESERVE	<u>750,000</u>	<u>750,000</u>
TOTAL EXPENDITURES AND RESERVES	<u>\$ 4,847,890</u>	<u>\$ 4,636,000</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
STUDENT REPRESENTATION FEE FUND
2019/20**

	2018/19 REVISED BUDGET FUND 72	2019/20 TENTATIVE BUDGET FUND 72
BEGINNING FUND BALANCE	\$ 32,375	\$ 33,925
<u>REVENUE:</u>		
A. Student Representation Fees	10,000	10,000
B. Interest	400	400
TOTAL REVENUE	<u>10,400</u>	<u>10,400</u>
TOTAL FUNDS AVAILABLE	<u>\$ 42,775</u>	<u>\$ 44,325</u>
<u>EXPENDITURES:</u>		
A. Services (Travel)	\$ 8,850	\$ 10,400
TOTAL EXPENDITURES	<u>8,850</u>	<u>10,400</u>
RESERVES	<u>33,925</u>	<u>33,925</u>
TOTAL EXPENDITURES AND RESERVES	<u>\$ 42,775</u>	<u>\$ 44,325</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
STUDENT CENTER FUND
2019/20**

	2018/19 REVISED BUDGET FUND 73	2019/20 TENTATIVE BUDGET FUND 73
BEGINNING FUND BALANCE	\$ 327,691	\$ 310,372
<u>REVENUE:</u>		
A. Student Center Fees	31,000	31,000
B. Interest	4,000	4,000
TOTAL REVENUE	<u>35,000</u>	<u>35,000</u>
TOTAL FUNDS AVAILABLE	<u>\$ 362,691</u>	<u>\$ 345,372</u>
<u>EXPENDITURES:</u>		
A. Student Salary & Benefits	\$ 15,238	\$ 31,000
B. Supplies	6,700	7,000
C. Services	5,750	5,500
D. Equipment	24,631	-
TOTAL EXPENDITURES	<u>52,319</u>	<u>43,500</u>
RESERVES	<u>310,372</u>	<u>301,872</u>
TOTAL EXPENDITURES AND RESERVES	<u>\$ 362,691</u>	<u>\$ 345,372</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
STUDENT FINANCIAL AID AWARD PROJECTIONS
2019/20**

	<u>2018/19 ESTIMATED AWARDS</u>	<u>2019/20 ESTIMATED AWARDS</u>
<u>SOURCE OF FUNDS:</u>		
FEDERAL SOURCES		
A. PELL GRANT	\$ 4,500,000	\$ 4,500,000
B. FSEOG	114,400	105,000
C. BUREAU OF INDIAN AFFAIRS	4,500	4,500
D. DIRECT LOANS	640,355	640,355
E. AMERICORPS	15,000	15,000
F. FEDERAL WORK STUDY	62,000	62,000
TOTAL FEDERAL SOURCES	<u>5,336,255</u>	<u>5,326,855</u>
STATE SOURCES		
A. CAL GRANT	420,000	420,000
B. EOPS GRANT	148,000	148,000
C. CHAFEE GRANT	40,000	40,000
D. FULL-TIME STUDENT SUCCESS GRANT	14,542	-
E. COMMUNITY COLLEGE COMPLETION GRANT	78,000	-
F. STUDENT SUCCESS COMPLETION	294,686	341,124
G. NONRESIDENT DREAMER EMERGENCY AID	7,353	-
TOTAL STATE SOURCES	<u>1,002,581</u>	<u>949,124</u>
LOCAL SOURCES		
A. SCHOLARSHIPS	297,717	250,000
TOTAL FUNDS	<u>\$ 6,636,553</u>	<u>\$ 6,525,979</u>
<u>DISBURSEMENTS:</u>		
A. STUDENT FINANCIAL AID	<u>\$ 6,636,553</u>	<u>\$ 6,525,979</u>

SUBJECT: AWARD OF CONTRACT
NORTH STATE STREET/HENSLEY CREEK ROAD
INTERSECTION IMPROVEMENT PROJECT

SYNOPSIS:

Board of Trustees award of contract for the North State Street/Hensley Creek Road Intersection Improvement Project.

RECOMMENDATION:

The Superintendent/President recommends the award of the contract as presented.

ANALYSIS:

The scope and intent of the North State Street/Hensley Creek Road Intersection Improvement is to provide traffic lights, new crosswalks and restriping of the College's main intersection in order to improve the safety of students and citizens of the District.

Kimley-Horn, the project engineers, gave the District an opinion of probable cost for the project at \$236,500 with a 10% contingency of \$23,700, for a final estimated project total of \$260,200.

The project followed the rules and notification requirements of formal bidding, including public notices in the *Ukiah Daily Journal* and regional builder exchanges. On May 21, 2019, Mendocino College held a job walk for the project; four companies attended the job walk and one company, Mike Brown Electric, submitted a bid. The bid amount is for \$235, 600.

Reference Board Policy 6340, Bids and Contracts

MOTION/ACTION:

RESOLVED, that the Mendocino-Lake Community College Board of Trustees awards the contract for the North State Street/Hensley Creek Road Intersection Improvement Project to Mike Brown Electric in the amount of \$235,600.

SUBJECT: DISTRICT ORDER OF PRIORITIES FOR FIVE-YEAR CAPITAL
OUTLAY PLAN, 2021-2025

SYNOPSIS:

Board of Trustees consideration of establishing District Order of Priorities for Five-Year Capital Outlay Plan for 2021-2025.

RECOMMENDATION:

The Superintendent/President recommends approval of the Five-Year Capital Outlay Plan Order of Priorities.

ANALYSIS:

Education Code sections 81820-23 require the governing board of each community college district to annually prepare and submit to the Facilities Planning and Utilization Unit (FPU) of the Chancellor's Office a five-year plan for capital construction. California Code of Regulations, Title 5, section 57014 requires districts to receive approval of their Five-Year Capital Outlay Plans from the FPU prior to receiving state funding for projects. Districts are also required to complete district and campus master plans before preparing their Five-Year Capital Outlay Plans. The districts' Five-Year Capital Outlay Plans are submitted to the FPU on July 1 of each year.

The State funded construction projects must meet criteria set by the FPU of the Chancellor's Office. The Board of Governors of the California Community Colleges sets priorities for funding of projects in categories A, B and C, etc. Projects are funded by the state based on the top priority category with "A" representing the highest priority down. Within each of these categories projects are funded based on justified needs of health and safety hazards, as well as classroom, laboratory, office and library footage to WSCH ratios.

The proposed listing of capital outlay projects in the recommended order of priority is:

PROJECTS IN PRIORITY NUMBER

1. North County Center Phase II
2. Coast Center Fine Woodworking Relocation
3. Lake Center Phase II

Reference Board Policy 320, Institutional Planning

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the District Order of Priorities for the Five-Year Capital Outlay Plan, 2021-2025 as presented.

SUBJECT: RESCIND RESOLUTION 02-19-01 REGARDING CLASSIFIED LAYOFFS

SYNOPSIS:

Adoption of Resolution 06-19-01, Rescind Classified Layoffs Resolution (02-19-01)

RECOMMENDATION:

The Superintendent/President recommends that this item be approved as presented.

ANALYSIS:

The District was awarded HEP and CAMP grants from the U.S. Department of Education for the period July 1, 2014 through June 30, 2019.

The High School Equivalency Program (HEP) grant helps migratory and seasonal farmworkers (or children of such workers) who are 16 years of age or older and not currently enrolled in school to obtain the equivalent of a high school diploma and, subsequently, to gain employment or begin postsecondary education or training.

The College Assistance Migrant Program (CAMP) grant assists students who are migratory or seasonal farmworkers (or children of such workers) enrolled in their first year of undergraduate studies at an Institution of Higher Education (IHE). The funding supports completion of the first year of studies.

The funding term for both HEP and CAMP programs was initially scheduled to expire June 30, 2019; consequently eliminating the categorically-funded positions related to the projects. This lay-off action item was adopted at the February 13, 2019 board (Item 7.3 – Resolution #02-19-01).

Through a recently granted “no cost” extension period of both the HEP and CAMP programs, the District is authorized and budgeted to maintain the program through grant funding for an additional four (4) months, through October 31, 2019.

Given the extension, the funding to maintain the previously adopted laid off positions is available for an additional four (4) months. In that period, the District expects to receive notification regarding the renewal of the grants. However, if no further funds are granted, the District will re-approach the Board in August 2019 regarding any lay off actions required as of October 31, 2019. Layoff provisions are set forth in Education Code sections 88014, 88017, 88117, and 88127. Classified employees must be given a 60-day written notice prior to any layoff action.

Adoption of this resolution authorizes administration to rescind the previous layoff notices. Notice will be sent to the affected employees, informing them of this action and any related rights in accordance with California Law.

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, that the Mendocino-Lake Community College District Board of Trustees does hereby adopt Resolution #06-19-01 and directs the Superintendent/President to rescind the lay-off notices previously sent to those individuals currently employed in the HEP and CAMP categorically-funded positions.

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

RESOLUTION 06-19-01

NOTIFICATION TO RESCIND CLASSIFIED LAYOFFS

WHEREAS, due to temporary extension of funding, this Board hereby finds it is in the best interest of the Mendocino-Lake Community College District that certain services now being provided by the District be continued by the following extent.

HEP Outreach Specialist	Temporarily Extend	(1) position	Effective July 1, 2019
HSI-CAMP Assistant	Temporarily Extend	(1) position	Effective July 1, 2019
Program Manager-HEP	Temporarily Extend	(1) position	Effective July 1, 2019
Program Manager-CAMP	Temporarily Extend	(1) position	Effective July 1, 2019

NOW, THEREFORE, BE IT RESOLVED that the lay-off action (Resolution #02-19-01, dated February 13, 2019) specific to HEP Outreach Specialist, HSI-CAMP Assistant, HEP Program Manager, and the CAMP Program Manager positions will be rescinded

BE IT FURTHER RESOLVED that the administration hereby is authorized and directed to rescind the layoff to the affected employees of the District

Xochilt Martinez	_____	Ed Nickerman	_____
Robert Jason Pinoli	_____	John Tomkins	_____
Marie Myers	_____	Paul Ubelhart	_____
Dave Geck	_____		

Ayes _____ Noes _____ Abstain _____ Absent _____

PASSED AND ADOPTED THIS 12th day of June, 2019, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

Arturo Reyes, Secretary
Board of Trustees

Date

SUBJECT: BOARD POLICY ADDITIONS AND REVISIONS – SECOND READING

SYNOPSIS:

New and revised Board policies are presented for review and approval.

RECOMMENDATION:

The Superintendent/President recommends this item be approved as presented.

ANALYSIS:

As part of the ongoing effort to review all policies in the Board Policy Manual in a timely manner, the following Board policies are submitted for the Board's review. As part of the process, all Board Policies are being updated to reflect the standard numbering system used by Community Colleges throughout the state.

Board Policy #1200 – District Mission – This legally required board policy has been revised to include the input from the Planning and Budgeting committee recommendation. It has been properly vetted through the College's participatory governance process. The policy was first reviewed by the President's Policy Advisory Committee on March 22, 2019; was shared with constituents for comment or suggestions and finalized by the committee at their meeting on April 26, 2019.

Board Policy #3430 – Prohibition of Harassment – This legally required board policy was created using the League template and statewide numbering system. It has been properly vetted through the College's participatory governance process. The policy was first reviewed by the President's Policy Advisory Committee on January 23, 2019; was shared with constituents for comment or suggestions and finalized by the committee at their meeting on March 22, 2019.

The approved version of the Administrative procedure supporting this policy have been included as a reference.

Reference Board Policy 2200, Board Duties and Responsibility

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby adopt the additions and/or revisions to Board Policy 1200 and Board Policy 3430 as presented.

**DISTRICT MISSION**

The mission of the Mendocino-Lake Community College District is:

Mendocino College partners with a dynamic community of diverse students to help them achieve their educational goals. Informed by research, reflection and dialogue, the College offers programs in Basic Skills, Transfer Preparation and Career and Technical Education as well as Workforce Improvement. The College demonstrates its commitment to student success **and achievement** through high-quality and innovative instruction, providing individual attention to student needs in an inclusive and accessible learning environment, **and providing services to students at all stages of their educational and/or career path.** Mendocino College embraces its role as an intellectual, economic and cultural anchor for the region.

The mission is evaluated and revised on a regular basis.

Reference: ACCJC Accreditation Standard I.A

Date Adopted: December 19, 1978
Date Revised: June 20, 1979 April 4, 2001 February 2, 2005
August 16, 2006 July 11, 2007 July 2, 2008
July 8, 2009 July 7, 2010 December 7, 2011
April 10, 2013 February 11, 2015 March 2019

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**NEW****PROHIBITION OF HARASSMENT**

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, or military and veteran status, or because he/she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees, students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, employee, unpaid intern, or volunteer who believes that he/she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435.1. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Superintendent/President shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Superintendent/President shall establish procedures that define harassment on campus. The Superintendent/President shall further establish procedures for employees, students, unpaid interns, volunteers, and other members of the campus community that provide for the investigation

and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, employees, unpaid interns, and volunteers in all administrative offices, and shall be posted on the District's website.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related procedures may be subject to disciplinary measure up to and including termination from the internship or other unpaid work experience program.

See Administrative Procedure 3430.1

References: Education Code Sections 212.5, 44100, 66252, and 66281.5;
Government Code Sections 12940 and 12950.1;
Title 2 Sections 10500 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e



PROHIBITION OF HARASSMENT

The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any administrator, staff or faculty member or student within the District.

This procedure and the related policy protects students, employees, unpaid interns, and volunteers in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.

Academic Freedom

No provision of this Administrative Procedure shall be interpreted to prohibit conduct that is legitimately related to the course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic, or literary expression of students in classrooms and public forums. (See BP 4030 Academic Freedom). This procedure will not protect speech or expressive conduct that violates federal or California anti-discrimination laws.

Definitions

General Harassment: Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, military and veteran status, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where, in aggregate, the incidents are sufficiently pervasive, persistent, or severe that a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.

Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition:

Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance,

attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race nationality, sexual orientation or other protected status.

Physical: Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures. It also includes any physical assault or intimidation directed at an individual due to that person's gender, race, national origin, sexual orientation or other protected status. Physical sexual harassment includes acts of sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability.

Visual or Written: The display or circulation of visual or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

Environmental: A hostile academic or work environment may exist where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group based on gender, race, nationality, sexual orientation or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his/her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

Sexual Harassment: In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from, or in, the work or educational setting when:

- submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, progress, internship, or volunteer activity;
- submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual;
- the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or educational environment (as more fully described below); or

- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.

This definition encompasses two kinds of sexual harassment:

"Quid pro quo" sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.

"Hostile environment" sexual harassment occurs when unwelcome conduct based on a person's gender is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile. A single or isolated incident of sexual harassment may be sufficient to create a hostile environment if it is severe, i.e. a sexual assault.

Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

Consensual Relationships

Romantic or sexual relationships between supervisors and employees they directly supervise, and between faculty and students when a student is enrolled in a faculty's class are prohibited. There is an inherent imbalance of power and potential for exploitation in such relationships. Also, in general, romantic or sexual relationships between or among administrators, faculty, or staff members and students are discouraged. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that allowed relationships do occur, the District has the authority to transfer any involved employee to eliminate or attenuate the authority of one over the other, or of a teacher over a student in allowable settings (non-classroom). Such action by the District is a proactive and preventive measure to avoid possible charges of harassment and does not constitute discipline against any affected employee.

References: Education Code Sections 212.5, 44100, and 66281.5;
Government Code Section 12940;
Title 2 Sections 10500 et seq.;
Title IX, Education Amendments of 1972; Title 5 Sections 59320 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

SUBJECT: MENDOCINO COLLEGE FOUNDATION REPORT

SYNOPSIS:

A report from the Executive Director of the Mendocino College Foundation is submitted as information.

ANALYSIS:

The Foundation's annual "thank you" advertisement will be printed in the Father's Day, Sunday, June 16 edition of the Ukiah Daily Journal. The ad thanks all of our scholarship, adopt a fifth grader, book award and affiliate donors.

The Foundation hosted a lunch celebration for this year's scholarship recipients on May 16 from 12:30-1:30 p.m. inside the dining room area of the old Schat's. Over 50 recipients along with family and friends were able to attend the event. The consensus was that everyone liked the day and time and structure of this event versus the prior Friday night ceremonies.

Foundation Director Cornell presented the Ukiah High Alumni Scholarships at the Ukiah High School ceremony on May 29. These scholarships are managed by the Mendocino College Foundation.

Eighty-six fifth graders will receive the AAFG designation this year. The end of year ceremonies at the elementary schools are taking place across both counties. The final ceremony will be held on June 13.

On May 28, Director Scott and I attended the Dana Gray (Fort Bragg) end of year ceremony to honor over 40 5th Graders who received the Adopt a Fifth Grader designation. Director Scott generously funded two adopt a fifth grader awards at Dana Gray Elementary School. Thanks to a very generous match program by Fort Bragg Rotary the program continues to grow.

To date, of the 31 Adopt A Fifth Grader Alumni that will graduate from high school this year a little over half of those students have verbally indicated their intention to enroll at Mendocino College in the fall.

The spring/summer appeal letter has been finalized and will be mailed out to over 1,000 residences in Lake and Mendocino counties. Kiersten Simpson-Cole is the student highlighted in this version and is a Lake County resident.

The Foundation Board will meet on June 11 in the Round Room at the Lake Campus. During their meeting they will approve the 19/20 foundation budget and all 12 affiliate budgets for next year. The board will also consider bylaw revisions to both the affiliate bylaws and the boards.

The Friends of Nursing received a \$2,000 gift in honor of Fran Laughton's work in the program.

SUBJECT: FRIENDS OF THE MENDOCINO COLLEGE COASTAL FIELD STATION
AND NATURAL SCIENCES AFFILIATE

SYNOPSIS:

The following informational report was submitted by Steve Cardimona.

ANALYSIS:

From the Field:

- Fifty students in our spring Marine Biology, Botany, Environmental Science and Earth History classes have all had field outings this semester. A special note to make is that Mendocino College has accepted for replanting numerous *Dudleya* plants that were part of the over 3,500 recently poached from Mendocino and Humboldt counties. These stolen plants were seized by California Department of Fish and Wildlife. Biology students under Dr. Brianna Zuber's direction, have begun replanting these native species on the college property.
- Brianna Zuber put in the time to help facilitate a special open house for the coastal community on Saturday, May 4. The visitors were members of various community Friends groups including the Friends of the Point Arena-Stornetta Open Lands and The Friends of the Point Arena Lighthouse.
- UNAVCO, the non-profit group operating the GPS instrumentation on our property, are upgrading field equipment to accommodate the new ShakeAlert earthquake early warning system that is almost ready to be fully operational. Our facility will link the earthquake monitoring sensor at Elk to the broader system.
- We have offered to mobilize a volunteer work crew to help the Bureau of Land Management (BLM) install a new gate to the Point Arena-Stornetta Unit of the California Coastal National Monument. This gate is utilized by the BLM and others such as PG&E, as well as representatives of Mendocino College.

From the Faculty:

- We provided our successful NSF FSML planning grant as a go-by example, along with our Strategic Plan product, to the manager of the UC Berkeley Point Reyes Field Station.
- Brianna Zuber gave a talk at the Coast Library in Point Arena.
- In coordination with the Friends of the Mendocino College Coastal Field Station and Natural Sciences, science faculty have awarded the Mendocino Coast Audubon Society Brandon Pill Memorial Scholarship of \$1000 to Mendocino College student Jasmine Martin. Jasmine is a Fort Bragg student who has worked with the Noyo Center and is planning a career as a marine scientist.
- Science faculty have also nominated Mendocino College student Courtney Wagner for the Mary Lou Koeninger Memorial Scholarship. Our profound thanks to the Koeninger family for their generous and ongoing support of students at Mendocino College.
- An article was published in the *Environmental Monitor* which highlights Mendocino College and our Coastal Field Station. Our feature was one of the few selected for their

upcoming print edition of the publication. 'Diversity Dominates at Mendocino College's Coastal Field Station', Lori Balster, *Environmental Monitor*, March 20, 2019 <https://www.fondriest.com/news/diversity-dominates-at-mendocino-colleges-coastal-field-station.htm>

From the Friends:

- Feedback regarding the science faculty photo exhibit sponsored by the Friends of the Mendocino College Coastal Field Station and Natural Sciences was *very* positive. Community members were pleased to learn of the exciting academic opportunities the college offers students via activities and instruction utilizing the coastal field station.
- We are looking into the next steps for facility upgrades at the field station. A plumber and an electrician have visited the site and will help to work up project requirements (funds and volunteer hands needed) for important next projects.
- Volunteer List as of May 2019 (for upcoming Fiscal Year 2019-20):

Phil Clark	Emily Allen	Jonah Freedman
Lynda Myers	Julie Bawcom	Jim Bawcom
Wade Koeninger	Max Koeninger	Clay Blundell
Ian Blundell	Beverly Urton	Warren Cardimona
Dan Twyman	Fred Bellows	Alan West
Leslie Saxon-West	Bonnie Carter	Jared Carter
John Cole	Andy Jahn	Bob Keiffer
Roger Foote	Julia Larke	Douglas J. Forsell
Bill Smith	Jeremy Ronco	Jeff Trouette

SUBJECT: CONSTITUENT GROUP REPORTS

SYNOPSIS:

A report from the Constituent Groups to the Board of Trustees is submitted as information.

ANALYSIS:

Academic Senate:

The following report was submitted by Academic Senate President Catherine Indermill:

The end of the academic year is always a busy, but enjoyable time of the year. Preparing and grading exams, assessing portfolio projects and essays, determining semester grades, etc. are all time consuming activities and then we have the added work of completing Staffing requests, Program Reviews, Flex completion among other end-of-the-year tasks.

However, it is also a time where we get to celebrate our colleagues for their commitment to the college, our students and extraordinary work. This year the faculty presented Excellence Awards to Toni Fort, classified staff, Michelle Snider, Part-time faculty and Tascha Whetzel, full time faculty. It was noted that Toni responsibility for scheduling is “no small job” and she completes her work timely and accurately with an “infectious smile and positive energy”. Toni regularly volunteers to help with Foundation events and is the president of SEIU Local 1021. Michelle teaches math primarily at NCC. She is consistently student focused and her students know that she cares about their success. She “always brings a smile into the room” and “goes the extra mile for her students”. Tascha was nominated because of her reliability, thoroughness, kindness, and honesty. Her presenters said that her work as the Curriculum Committee Chair has “transformed the transparency for and the work” of the committee. The faculty also honored Dan Jenkins, as he retires after 24 years of service to the college.

Academic Senate elections were held last month. Rodney Grisanti and Rhea Hollis were confirmed as senators for a second term, as was Taylor Canon (representing the part-time faculty). The faculty also ratified the Constitution of the Academic Senate, with 100% voting in favor of the revisions. This has been a big project that was overdue and has been discussed for a number of years. I appreciate the senator’s work on these updates and all those who provided valuable insight and feedback.

Completing necessary revisions to the Bylaws of the Academic Senate has also been a goal for this year. Once the constitution was approved by a vote of the faculty, the senate approved revisions to the Bylaws. Both of these documents will be posted on our website once it has been updated sometime this summer. In the meantime I will forward copies to anyone interesting in reviewing them.

During Fall 2017 the Academic Senate passed a resolution urging the District to join the “We Are Still In” movement (Resolution F’17-01: *Designation of Mendocino College as a Member of the*

"We Are Still In" Movement). Business, political and academic leaders from across the United States began signing this declaration in June 2017 as a way to support the *Paris Agreement* and to promise to reduce emissions that cause climate change. Rachel Donham, Professor of Biology, met with President Reyes and Vice President Cichocki in May to discuss the implications of joining the movement. There are no costs or obligations to change the efforts the district is already making to improve sustainability. This is a somewhat "symbolic" action, however as leaders of the community it is important that the college promote issues related to climate change.

There are many projects and activities faculty are continuing to partake in as we wrap up the year. I have two projects to highlight this month both of which are related to student success. First, Deborah White, Professor of Mathematics, has written a Lab Workbook to accompany the required textbook for MTH 220 / Statistics. Her focus is to "ease the transition into the world of AB 705". The workbook has 40 worksheets that support the course content. It will be worked on as part of a support course, a math lab, which can be taken for credit or no credit. The intent is that using the workbook in the math lab workbook will benefit students taking this transfer level math course in their first year. Deborah tested the worksheets in her Statistics class this semester and found that the students who completed them had increased success.

Secondly, English faculty, Jason Davis, John Rall and Vincent Poturica created the *Write for Money and Fame: 2019 Mendocino College English Department Literary Contest* which was held this semester. This literary contest was funded from the Deans' Fund for Innovation. For the categories of poetry, short fiction, personal narrative, and academic essay, we received 108 submissions from students throughout the district. Part-time faculty members Lucy Bayer, Jennifer Clark, Steve Hellman, Lisa Locasio, Rebel Rickansrud-Young, and Riba Taylor volunteered as readers, and together we voted on our selections. For each genre, first-place winners received \$100, second-place winners received \$75, and third-place winners received \$50. A "Top Overall" submission received \$250. The winners (from Fort Bragg, Mendocino, Navarro, Redwood Valley, Ukiah, Upper Lake, and Willits) have since been published on our Department webpage. Winners who wish to participate will read from their work at the Coast Center and Ukiah campus in the Fall. Vincent told me that the faculty were "pretty stoked with the student turnout and enthusiasm and hope to make this contest an annual event, as well as (hopefully) soon create a literary journal for the college. The list of winners and links to their submissions can be found on the English Department website: <https://www.mendocino.edu/departments/english> .

I will attend the ASCCC Leadership Institute this month. The theme this year is: *Taking Leadership into the Future: Collaboration and Collegiality*. Many colleges, including ours, are challenged with the requirements of implementing new programs and services with limited resources (personnel and financial). While efforts such as Guided Pathways, AB 705, online education, etc present challenges they also present opportunities. All of these require significant conversation and collaboration to ensure the success of the students we serve. The Academic Senate is responsible for establishing that the faculty are taking the lead in any and all academic and professional matters to the benefit of our students and our college. The Faculty Leadership Institute is designed to provide the knowledge and skills required to effectively lead the faculty and engage the administration.

Classified Senate:

The following report was submitted by Classified Senate President Tony Novelli:

This will be my last Board Report as my term is ending July 1st, when I will be replaced by Jeana Thompson. Both Jeana and I will be in Tahoe City at the annual Classified Leadership Institute with 3 other representatives of Mendocino College, and we will eagerly share what we gathered in retreat at the August meeting.

I wanted to take a moment to reflect upon the last year, and the activities of the Classified during that time. As all but the new members might recall, one year ago the Classified Senate of Mendocino College was awarded one of two Model Senate awards at last year's CLI, in part for our pioneering work with the Center for Urban Education. Later we were part of a delegation that attended a gathering of CUE alumni in Los Angeles, where together we participated in workshops and a recognition ceremony for our contributions.

Out of the limelight, Classified have continued in their efforts to support student success through direct efforts in our various roles at the College, and indirectly through our fundraising, which results in \$3-4,000 per year of student scholarships to students who qualify for, but are not receiving other awards.

Classified also played a major role in the follow up strategy sessions to the Climate Survey, and helped shape the reports and future work in ways that will surely benefit the institution and those it serves.

Notwithstanding these successes, I can also say that we are still a fledgling organization, with a core group of about 20 members that attend each meeting and do what work needs to be done. Expanding involvement is difficult in the current climate and work demands. The many new initiatives that have come down from Sacramento weigh heavily on what is already a skeleton staff, and further appeals for committee work, volunteering, etc., are often met with silence. In our meeting today, we talked about this, and how much we long for opportunities to make significant improvements to student and campus life, though with tightening budgets and uncertain forecasts, keeping morale up is a very difficult job.

For that reason, there are a few suggestions I would like to make to hopefully make a difference in this area, which I hope the board will support:

- 1) In virtually every planning session we attend, the most common mantra is to get out of our "silos" and work together. This is simple common sense and something I know Classified are dedicated to. We hope to advance opportunities to expand these collaborative activities with all constituent groups here, including Faculty, Management, professional groups, the local community, and our own Board of Trustees.
- 2) Particular to this last point, we would like to formalize a way of interacting more directly with the Board. As you know, these reports are the only real input you receive from us formally, and Board meetings are not the forum for discussion or planning. We understand there are constraints for certain kinds of interface as well as open meetings laws, though perhaps we can invite a Board member to one of our Classified meetings every other month or so, and perhaps another ad hoc committee would be in order to better understand each other. Frankly, the Classified often feel very separate from the centers of power in the institution, and there might emerge a more full mutual understanding that might benefit everyone.
- 3) I feel it would be very beneficial to address the professional development needs of the Classified. A point to consider is that as an Hispanic Serving Institution, everyone would

benefit from second language training. We also have discussed how the lack of free time affects our ability to fully participate in governance opportunities, with little time and no pay allotments for either committee work, or the project work that is required for compliance with both accreditation and state initiatives. I come from the nonprofit sector, and all too often there is a sort of mindset that looks at volunteers as a renewable resource, without returning commensurate value. It is not necessarily realistic to think we can hire enough people to staff every important project. But it is equally unrealistic to think that the primary planning and project work done through the shared governance system should be based primarily on volunteer labor. Compensation schemes of various kinds are in place at many of the schools we interface with, and I feel would be a wise investment that could very directly ease apathy.

- 4) Further on the issue of silos, we appreciate the support from the Board toward creating the Classified Appreciation Day, which we enjoyed very much this morning. This was a very thoughtful event, with a great showing of generosity from management through the raffle that was held. One part missing though – and I am speaking as an advocate for Classified – was that the date chosen for this appreciation occurs after the semester ends and after a good number of the faculty are on break. Faculty have gone out of their way to express their appreciation to Classified, even last year inviting our full contingent to their Academic senate meeting where they presented us a certificate of appreciation and applauded our efforts. I feel we should find a way for the Faculty to take part in our Appreciation without having to schedule a separate event. Social engagements of this kind are remarkably rare for us, and building relationships across these divides is not only healthy for overall relations, but is rapidly emerging as a necessity for our college to develop the resilience it needs in rapidly changing circumstances.
- 5) Lastly, there is a growing number of community colleges that have now begun to open their commencement ceremonies to Classified; some being present on the stage, some walking in the processional, some also speaking from the podium. The role of Classified in making commencement a beautiful and memorable experience cannot be overstated. As is repeated at virtually every opportunity, the role of Classified in bettering the lives of students can also, not be overstated. We have heard our praises sung over and over, though until now, Classified have been limited to setting up, presiding over, and then cleaning up after commencement – the ceremonial celebration of student success that we together are so committed to. I hope you agree that integrating the Classified presence into commencement seems a reasonable thing to do as one of the most powerful expressions of Classified Appreciation.

Oral reports by other constituent group leaders may be presented at the meeting.

SUBJECT: COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENTS – FIRST READING

SYNOPSIS:

New College and Career Access Pathways Partnership (CCAP) Agreements are presented for review and discussion.

ANALYSIS:

CCAP agreements came about from AB 288 passed in 2015. They are agreements between governing boards of community college districts and K-12 districts. The agreements offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education. The goal is to develop 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 students achieve college and career readiness.

CCAP agreements allow for students to enroll in up to 15 units per term; classes do not have to be open to the public; classes must be part of a pathway; agreements must be presented to the governing board twice at subsequent meetings and submitted to the Chancellor's Office for approval; and there are additional reporting requirements including data sharing agreements.

In adopting the attached CCAP Agreements, the Governing Board of the Mendocino-Lake Community College District and Kelseyville Unified School District, Lakeport Unified School District, and Upper Lake Unified School District certify compliance with the following regulations required for the adoption of said CCAP Agreements:

- 1) CCAP Agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004 (b).
- 2) The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed AB 288 CCAP Agreement.

The three CCAP Agreements listed above will be presented at the August 14, 2019 Board of Trustees for public comments and approval by the Governing Board.

Reference Board Policy 5010, Admission, Enrollment and Attendance

Administrative Procedure 5011.2, Admission and Concurrent Enrollment of High School and Other Young Students – College and Career Access Pathways (CCAP)

**College and Career Access Pathways (CCAP) Partnership Agreement Between
Mendocino-Lake Community College District and Kelseyville Unified School District**

Agreement No: Dated:

I. RECITALS

Whereas, Assembly Bill No. 288, approved by the Governor and filed with the Secretary of State on October 5th, 2015 allows the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding 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,

And whereas, allowing a greater and more varied segment of high school pupils to take community college courses can provide numerous benefits, such as reducing the number of high school dropouts, increasing the number of community college students who transfer and complete a degree, shortening the time to completion of educational goals, and improving the level of preparation of students to successfully complete for credit, college level courses,

And whereas, through dual enrollment partnerships, school districts and community college districts can create clear pathways of aligned, sequenced coursework that will allow students to more easily and successfully transition to for credit, college level coursework leading to an associate degree, transfer to the University of California or the California State University, or to a program leading to a career technical education credential or certificate,

The Mendocino Lake Community College District (MLCCD) and Kelseyville Unified School District (KUSD) have entered into the following agreement.

II. LEGAL AUTHORITY AND ADOPTION

Assembly Bill 288 authorizes a community college district and a high school district to enter into a CCAP partnership provided that both districts have approved a CCAP Partnership Agreement which shall govern the partnership.

In adopting this CCAP Partnership Agreement, the governing boards of the Mendocino Lake Community College District and the Kelseyville Unified School District, certify compliance with the following regulations required for the adoption of a CCAP Partnership Agreement:

CCAP Partnership agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004(b).

- The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed AB 288 CCAP Partnership Agreement.

Furthermore, the governing boards of Mendocino Lake Community College District and Kelseyville Unified School District agree that a copy of this CCAP Partnership Agreement shall be filed with the Chancellor's Office of the California Community Colleges, with the understanding that the Chancellor of the California

Community Colleges may void this CCAP Partnership Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

a. Number of students served

Under this partnership, agreement up to a maximum of 250 School students will be served annually, with the college claiming up to a maximum of 50 FTES annually.

b. Assessment of students

The assessment of the pupil's ability to benefit from participation in courses offered under the agreement shall be made by the Kelseyville Unified School District high school principal or the principal's designee. Only students whom are deemed, by the principal or the principal's designee, to have the ability to benefit from participation in the CCAP courses will be eligible to enroll in courses authorized through the CCAP. Furthermore, Mendocino Lake Community College District reserves the right to require that students participating in the CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP.

c. Pathway/Course Offerings

*Additional pathway/course offerings may be considered, including those from CSU/IGETC GE and CTE course lists.

The courses to be offered shall include college readiness, career and technical education, general education, basic skills, and transfer pathway courses. Courses shall be offered on one or more Kelseyville Unified School District campuses during the school day. The pathways which may be offered under this agreement include:

Career Technical Education (CTE) pathway courses which are part of a degree or certificate outlined in the Mendocino Community College Catalog and are considered core requirements for a specific CTE area including CTE pathways listed in APPENDIX I (see *Degrees and Certificates Offered at MCC* for a complete list).

General education breadth courses needed for an AA or AS degree which also satisfy CSU and UC system transfer pathways as denoted in the Mendocino Community College Catalog for areas A through E and basic skill courses, including courses listed in APPENDIX I.

d. Information Sharing

MLCCD shall provide KUSD with the student's final grade for all coursework undertaken as part of a CCAP agreement so that the high school may determine the appropriate number of high school credits to be awarded, if any. KUSD shall provide MLCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

e. Points of Contact

The point of contact regarding the provisions of this agreement, for the MLCCD, shall be the MLCCD Vice President of Academic Affairs, Debra Polak. The point of contact regarding the provisions of this agreement, for Kelseyville Unified School District, shall be the XXXXXXXXXXXX, Kelseyville Unified School District,

XXXXXXX. The point of contact regarding implementation and administration of the CCAP shall be the Dean of Centers, or designee, at Mendocino College, Amanda Xu, and the Principal, or designee, at one or more high school sites of Kelseyville Unified School District. The following is specific contact information:

1. Vice President of Academic Affairs, Debra Polak
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95453
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Kelseyville Unified School District
ADDRESS
EMAIL
PHONE

3. Dean of Center, Amanda Xu
Mendocino Community College
1000 Hensley Creek Rd. Ukiah CA 95453
EMAIL axu@mendocino.edu
PHONE 707-468-3605 or 707-468-3613

f. Employer of Record
MLCCD shall be the employer of record for purposes of assignment monitoring and reporting. (See section XII a. of this agreement for guidance regarding instructors that are not paid employees of the community college district).

g. Teacher Quality Mandates
Kelseyville Unified School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

MLCCD shall insure that:

- a. any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC § 87010, or any controlled substance offense as defined in EC § 87011
- b. that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus
- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

KUSD shall insure that:

- a. any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus

V. ENROLLMENT

- a. MLCCD shall grant priority enrollment and registration, that is equivalent to the priority assigned to a student attending a middle college high school as described in EC § 11300 and consistent with provisions in EC § 76001(e), to a pupil seeking to enroll in a Mendocino Community College course that is required for the pupil's CCAP partnership program.
- b. MLCCD shall limit enrollment in community college courses offered at one or more Kelseyville Unified School District high school campuses during the regular school day solely to eligible high school students.
- c. Mendocino Lake Community College District may allow a special part-time student participating in the AB 288 CCAP Partnership to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied (EC § 76004(p)):
 - i. The units constitute no more than four community college courses per term,
 - ii. The units are part of an academic program that is part of a CCAP partnership agreement,
 - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

VI. STUDENT FEES

- a. High school pupils enrolled in courses offered through this CCAP agreement shall not be assessed or charged a fee prohibited by EC § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §§ 49010 et seq.; 76004(f)
- b. High school pupils enrolled in courses offered through this CCAP Partnership Agreement, that are properly classified as having "special part-time student" status as described by EC § 76004(p), shall be exempt from the following community college fee requirements [EC § 76004(q)]:
 - i. Student Representation Fee. EC § 76060.5
 - ii. Nonresident Tuition Fee. EC § 76140 6
 - iii. Transcript Fees. EC § 76223
 - iv. Course Enrollment Fees. EC § 76300
 - v. Health Services Fees

VII. STATE APPORTIONMENT

MLCCD and KUSD agree that:

- a. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. EC § 76004(r)

b. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to EC § 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. EC §76004(s)

VIII. REPORTING

MLCCD, in conjunction with KUSD, shall report annually to the State Chancellor's Office all of the following information:

- a. The total number of high school pupils by school site enrolled in each CCAP 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 CCAP partnership participants.
- c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants

IX. CTE PROGRAMS

a. MLCCD, prior to establishing a vocational or occupational training program (career technical education programs) with KUSD, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. EC § 78015 et seq.

X. RESPONSIBILITIES

a. Instruction and Educational Program

MLCCD shall be responsible for the educational program(s) and for the content and instruction of the courses offered through the CCAP.

c. Facilities

KUSD shall be responsible for the provision of the facilities for courses offered on one or more Kelseyville Unified School District campuses as part of this CCAP.

d. Books and Supplies

MLCCD and KUSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

e. Support Services

KUSD and MLCCD will share responsibility for insuring that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

Table #1: Responsibilities under MLCCD and KUSD CCAP Partnership Agreement

	Mendocino Community College	Unified School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on Kelseyville Unified School District campuses during the school day in KUSD facilities.
Instruction and Educational Program	x		CCAP participants will take Mendocino Community College courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Books		x	As a CCAP participant shall not be charged for textbooks, supplies, materials, and equipment needed to participate in the course, a source must be identified for providing books, supplies, materials and equipment prior to offering the course. In most instances instruction shall be provided by the college and books shall be provided by the high school. No CCAP course shall be offered without prior agreement between the college and the high school as to which organization shall be responsible for the provision of the textbooks, supplies, materials, and equipment needed by participants in the course.
Counseling and Guidance	x	x	Mendocino Community College and KUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino Community College and KUSD Schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.
Tutoring	x		Mendocino College shall be responsible for the provision of tutoring for college course when appropriate.

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Kelseyville School campuses through registration conducted on site at Kelseyville School campuses. CCAP students will be granted level 3 priority

registration and may also enroll in additional college courses held outside of the normal school day (exp. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between Mendocino Community College and Kelseyville High School.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. KUSD shall be responsible for assigning high school credit for the coursework CCAP students complete where appropriate.

d. Course timing and length

MLCCD shall insure that: the appropriate number of class hours are scheduled to meet the performance objectives of the course; the enrollment period for each CCAP course falls within the normal school day within which courses are offered at one or more Kelseyville School high school campuses; and that high school students participating in the CCAP are not required to attend class on dates in which the high school is not in session. The high school may require students to attend class on dates in which the college is not in session. Instruction may not be scheduled on legal holidays. Under the circumstance that a CCAP class begins after the start of, or concludes prior to the end of the high school term, it will be the responsibility of KUSD to arrange additional instruction if required by KUSD. Scheduling classes outside of the Mendocino College term is at the sole discretion of MLCCD.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student conduct as described under Mendocino Lake Community College District Board Policy (5500.1). These regulations are designed to represent reasonable standards of conduct. Violations of the code may subject individuals to disciplinary action, which is consistent with the requirements of due process.

The faculty shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session they shall notify the principal or principal's designee at the appropriate KUSD high school campus immediately.

XII. CANCELLATION AND TERMINATION

The following agreement may be canceled by written notification from either district to the other district. Should the cancellation be made during a period when a CCAP course is being offered the cancellation will take effect prior to the subsequent term.

XIII. INSTRUCTION FOR APPORTIONMENT

MLCCD shall provide documentation that instruction claimed for apportionment under this agreement/contract is under the immediate supervision and control of an employee of the district who has met the minimum qualifications for instruction in the discipline of the course in a California community

college. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity (as a general rule, faculty must be physically present in the classroom or lab or within line of sight of the students). Cal. Code Regs., Title 5, §§ 58050, 58051, 58056, 58058

- a. Where the instructor is not a paid employee of MLCCD, the district shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by the college or community college district and stating that MLCCD has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., Title 5, § 58058(b)
- b. MLCCD shall demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.
- c. Attendance at a MLCCD dual enrollment orientation is required for instructors of CCAP courses prior to each term that they teach a CCAP course.
- d. To claim Average Daily Attendance (ADA) for K12 funding, the K12 district must determine how many instructional minutes a student is offered and scheduled for, as well as that student's attendance during the K12 school day. If a high school student has been scheduled for the minimum instructional minutes per day under the immediate supervision and control of a certificated employee of the school district and has been offered a full schedule, the district may claim attendance towards apportionment for that student for each day the student attends at least some part of the instructional day at the high school. If that student then goes to a college course that meets the requirements to claim Full Time Equivalent Student (FTES), the college may also claim full apportionment for that student in that college course.

More information on apportionment is available here:

- The Budgeting and Funding sections of the Career Ladders Project Toolkit, Frequently Asked Questions: <http://www.careerladdersproject.org/areas-of-focus/pathways/ccccode/>
- Interview with Wendi McCaskill on Instructional Minutes: http://www.careerladdersproject.org/wp-content/uploads/2015/12/FC1_Wendi-McCaskill_Interview_DETTOOLS.pdf
- Pages 40-42 of the CIO Manual: <http://curriculum.cccco.edu/Content/publicpagefiles/CIO%20Manual.pdf>

XIV. MINIMUM QUALIFICATIONS

Mendocino Lake Community College District shall ensure that minimum qualifications for instructors teaching agreement / contract courses and instructor qualifications are consistent with requirements in other similar courses given by the college or community college district. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at one or more KUSD campuses, shall be limited to CCAP participants and shall not be open to the general public.

The districts further acknowledge that courses which are not part of this CCAP must continue to meet the following requirements:

- a. Courses which are not part of this CCAP agreement must be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course or program prerequisites.
- b. Courses which are not covered by this CCAP agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106,

Furthermore, the district policy on open enrollment (Cal. Code Regs., Title 5, § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes. Cal. Code Regs., Title 5, § 51006,

Degree and certificate programs must have been approved by the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally. Cal. Code Regs., Title 5, § 58050(a)(1).

XVI. CONSISTENCY, ATTENDANCE AND GRADES

MLCCD shall ensure that procedures are put into place by the college to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Cal. Code Regs., Title 5, § 55002, 58050(a)(5).

Permanent records of student attendance, grades, and achievement will be maintained by the college. Additional CCAP participant records which are maintained by the high school, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between the college and KUSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVII. FULL COMPENSATION / CERTIFICATION

MLCCD shall certify that it has not received full compensation, from any public or private agency, individual or group, for the direct education costs of the courses offered through this partnership agreement. EC § 84752; Cal. Code Regs., Title 5, § 58051.5. MLCCD shall obtain certification from the school district verifying that the instructional activity to be conducted will not be fully funded by other sources. EC § 84752; Cal. Code Regs., Title 5, § 58051.5.

XVIII. DISTRICT BOUNDARIES

MLCCD and KUSD agree that if the course(s) in this CCAP agreement will be located outside the boundaries of the district, the district must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

XIX. RECORD KEEPING AND COMPUTATION

MLCCD acknowledges that in all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs., Title 5, §§ 58003.1 et seq. , 58020 et seq., 58030 and 59020 et seq.

XX. ACCESS AND ACCOMMODATIONS

Upon identifying themselves to the instructor and the college, students with disabilities shall receive reasonable accommodation for learning and evaluation.

XXI. HOLD HARMLESS AGREEMENT AND INSURANCE

- a. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless KUSD, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of MLCCD or any of MLCCD's employees. KUSD shall indemnify and hold harmless MLCCD, its directors, officers, and employees, from any and all liability, claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of KUSD or any of KUSD's employees. Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle. A Party that intends to seek an indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, and shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and given the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold.
- b. Without limiting the above indemnification provision and during the term of this Agreement, KUSD shall obtain and maintain, and shall require their subcontractors to obtain and maintain, liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00) to cover any classroom incident, accident, or illness. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.
- c. KUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and KUSD agree to add and include each other's officials, officers, employees, agents and volunteers as an additionally insured in each other's general liability insurance coverage, throughout the term of this Agreement. Each Party shall provide written notice to the other of any change to said coverage.

- d. The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

ACCEPTED AND AGREED TO:

XXXXXXXXXXXX, Superintendent

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date

Arturo Reyes, Ed.D., Superintendent-President
Mendocino Lake Community College District

Date

APPENDIX I: CCAP PROGRAMS AND CLASSES:

Mendocino College Career Access Pathways

1. Administration of Justice
2. Agriculture – Sustainable Small Farms Management
3. Business – Business Management & Business Entrepreneurship
4. Child Development
5. Computer Science – Computer Applications and Office Administration
6. Culinary Arts Management
7. Digital Arts and Media
8. Fire Science
9. Nursing
10. Sustainable Construction & Energy Technology – Construction
11. Woodworking

Mendocino College- College and Career Success Courses:

1. CCS 100 – Career Planning Success (1.5 – 3 units)
2. CCS 101 – Career and Life Planning (3 unit)

Mendocino College GE Courses for Transfer Pathway

1. ADJ 202 – Concepts of Criminal Law (3 units)
2. ART 207 – Survey of Western Art from Prehistory through the middle ages (3 units)
3. ART 208 – Survey of Western Art from Renaissance to the Contemporary Period (3 units)
4. COM 203 – Introduction to Public speaking (3 units)
5. CSC 201 – Computers and Computer Applications (3 Units)
6. ENG 200 – Reading and Composition (3 units)
7. HLH 200 – Health Education (3 units)
8. HST 202 – The United States to 1877 (3 units)
9. HST 203- The United States since 1865 (3 units)
10. HST 222- Native American History (3 units)
11. HST 250- Contemporary America: The People and the Issues (3 units)
12. MTH 200 Pre-calculus Mathematics (5 units)
13. MTH 220 – Statistics (4 units)
14. PSY 205- Introduction to Psychology (3 units)
15. SPN 200- Elementary Spanish I (4 units)
16. SPN 201- Elementary Spanish II (4 units)

Mendocino College Basic English and Math Courses PLUS*

1. MTH 46 – Pre-College Mathematics (5.0 units)
2. MTH 79 – Mathematics for Technical Fields (3.0 units)
3. MTH 80- Intermediate Algebra for STEM and Business Majors (5.0 Units)

4. MTH 121- Trigonometry (4 units)
5. MTH 178 – Applied Math (4 units)
6. ENG 12 – Intermediate Reading and Writing (5.0 units)
7. ENG 80 – Academic Reading and Writing (4.0 units)
8. ENG 85 – Accelerated Preparation for College Writing (4.0)

*English and Math offerings include CSU transferable Math Classes for both STEM and non-STEM transfer pathways.

**College and Career Access Pathways (CCAP) Partnership Agreement Between
Mendocino-Lake Community College District and Lakeport Unified School District**

Agreement No:

Dated:

I. RECITALS

Whereas, Assembly Bill No. 288, approved by the Governor and filed with the Secretary of State on October 5th, 2015 allows the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding 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,

And whereas, allowing a greater and more varied segment of high school pupils to take community college courses can provide numerous benefits, such as reducing the number of high school dropouts, increasing the number of community college students who transfer and complete a degree, shortening the time to completion of educational goals, and improving the level of preparation of students to successfully complete for credit, college level courses,

And whereas, through dual enrollment partnerships, school districts and community college districts can create clear pathways of aligned, sequenced coursework that will allow students to more easily and successfully transition to for credit, college level coursework leading to an associate degree, transfer to the University of California or the California State University, or to a program leading to a career technical education credential or certificate,

The Mendocino Lake Community College District (MLCCD) and Lakeport Unified School District (LUSD) have entered into the following agreement.

II. LEGAL AUTHORITY AND ADOPTION

Assembly Bill 288 authorizes a community college district and a high school district to enter into a CCAP partnership provided that both districts have approved a CCAP Partnership Agreement which shall govern the partnership.

In adopting this CCAP Partnership Agreement, the governing boards of the Mendocino Lake Community College District and the Lakeport Unified School District, certify compliance with the following regulations required for the adoption of a CCAP Partnership Agreement:

CCAP Partnership agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004(b).

- The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed AB 288 CCAP Partnership Agreement.

Furthermore, the governing boards of Mendocino Lake Community College District and Lakeport Unified School District agree that a copy of this CCAP Partnership Agreement shall be filed with the Chancellor's Office of the California Community Colleges, with the understanding that the Chancellor of the California

Community Colleges may void this CCAP Partnership Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

a. Number of students served

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b. Assessment of students

The assessment of the pupil's ability to benefit from participation in courses offered under the agreement shall be made by the Lakeport Unified School District high school principal or the principal's designee. Only students whom are deemed, by the principal or the principal's designee, to have the ability to benefit from participation in the CCAP courses will be eligible to enroll in courses authorized through the CCAP. Furthermore, Mendocino Lake Community College District reserves the right to require that students participating in the CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP.

c. Pathway/Course Offerings

*Additional pathway/course offerings may be considered, including those from CSU/IGETC GE and CTE course lists.

The courses to be offered shall include college readiness, career and technical education, general education, basic skills, and transfer pathway courses. Courses shall be offered on one or more Lakeport Unified School District campuses during the school day. The pathways which may be offered under this agreement include:

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General education breadth courses needed for an AA or AS degree which also satisfy CSU and UC system transfer pathways as denoted in the Mendocino Community College Catalog for areas A through E and basic skill courses, including courses listed in APPENDIX I.

d. Information Sharing

MLCCD shall provide LUSD with the student's final grade for all coursework undertaken as part of a CCAP agreement so that the high school may determine the appropriate number of high school credits to be awarded, if any. LUSD shall provide MLCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

e. Points of Contact

The point of contact regarding the provisions of this agreement, for the MLCCD, shall be the MLCCD Vice President of Academic Affairs, Debra Polak. The point of contact regarding the provisions of this agreement, for Lakeport Unified School District, shall be the XXXXXXXXXXXX, Lakeport Unified School District, XXXXXXXXXXXX. The point of contact regarding implementation and administration of the CCAP shall be the

Dean of Centers, or designee, at Mendocino College, Amanda Xu, and the Principal, or designee, at one or more high school sites of Lakeport Unified School District. The following is specific contact information:

1. Vice President of Academic Affairs, Debra Polak
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95453
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXX

Lakeport Unified School District

ADDRESS

EMAIL

PHONE

3. Dean of Center, Amanda Xu
Mendocino Community College
1000 Hensley Creek Rd. Ukiah CA 95453
EMAIL axu@mendocino.edu
PHONE 707-468-3605 or 707-468-3613

f. Employer of Record

MLCCD shall be the employer of record for purposes of assignment monitoring and reporting. (See section XII a. of this agreement for guidance regarding instructors that are not paid employees of the community college district).

g. Teacher Quality Mandates

Lakeport Unified School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

MLCCD shall insure that:

- a. any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC § 87010, or any controlled substance offense as defined in EC § 87011
- b. that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus
- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

LUSD shall insure that:

- a. any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus

V. ENROLLMENT

- a. MLCCD shall grant priority enrollment and registration, that is equivalent to the priority assigned to a student attending a middle college high school as described in EC § 11300 and consistent with provisions in EC § 76001(e), to a pupil seeking to enroll in a Mendocino Community College course that is required for the pupil's CCAP partnership program.
- b. MLCCD shall limit enrollment in community college courses offered at one or more Lakeport Unified School District high school campuses during the regular school day solely to eligible high school students.
- c. Mendocino Lake Community College District may allow a special part-time student participating in the AB 288 CCAP Partnership to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied (EC § 76004(p)):
 - i. The units constitute no more than four community college courses per term,
 - ii. The units are part of an academic program that is part of a CCAP partnership agreement,
 - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

VI. STUDENT FEES

- a. High school pupils enrolled in courses offered through this CCAP agreement shall not be assessed or charged a fee prohibited by EC § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §§ 49010 et seq.; 76004(f)
- b. High school pupils enrolled in courses offered through this CCAP Partnership Agreement, that are properly classified as having "special part-time student" status as described by EC § 76004(p), shall be exempt from the following community college fee requirements [EC § 76004(q)]:
 - i. Student Representation Fee. EC § 76060.5
 - ii. Nonresident Tuition Fee. EC § 76140 6
 - iii. Transcript Fees. EC § 76223
 - iv. Course Enrollment Fees. EC § 76300
 - v. Health Services Fees

VII. STATE APPORTIONMENT

MLCCD and LUSD agree that:

- a. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. EC § 76004(r)

b. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to EC § 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. EC §76004(s)

VIII. REPORTING

MLCCD, in conjunction with LUSD, shall report annually to the State Chancellor's Office all of the following information:

- a. The total number of high school pupils by school site enrolled in each CCAP 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 CCAP partnership participants.
- c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants

IX. CTE PROGRAMS

a. MLCCD, prior to establishing a vocational or occupational training program (career technical education programs) with LUSD, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. EC § 78015 et seq.

X. RESPONSIBILITIES

a. Instruction and Educational Program

MLCCD shall be responsible for the educational program(s) and for the content and instruction of the courses offered through the CCAP.

c. Facilities

LUSD shall be responsible for the provision of the facilities for courses offered on one or more Lakeport Unified School District campuses as part of this CCAP.

d. Books and Supplies

MLCCD and LUSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

e. Support Services

LUSD and MLCCD will share responsibility for insuring that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

Table #1: Responsibilities under MLCCD and LUSD CCAP Partnership Agreement

	Mendocino Community College	Unified School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on Lakeport Unified School District campuses during the school day in LUSD facilities.
Instruction and Educational Program	x		CCAP participants will take Mendocino Community College courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Books		x	As a CCAP participant shall not be charged for textbooks, supplies, materials, and equipment needed to participate in the course, a source must be identified for providing books, supplies, materials and equipment prior to offering the course. In most instances instruction shall be provided by the college and books shall be provided by the high school. No CCAP course shall be offered without prior agreement between the college and the high school as to which organization shall be responsible for the provision of the textbooks, supplies, materials, and equipment needed by participants in the course.
Counseling and Guidance	x	x	Mendocino Community College and LUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino Community College and LUSD Schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.
Tutoring	x		Mendocino College shall be responsible for the provision of tutoring for college course when appropriate.

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Lakeport School campuses through registration conducted on site at Lakeport School campuses. CCAP students will be granted level 3 priority registration

and may also enroll in additional college courses held outside of the normal school day (exp. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between Mendocino Community College and Lakeport High School.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. LUSD shall be responsible for assigning high school credit for the coursework CCAP students complete where appropriate.

d. Course timing and length

MLCCD shall insure that: the appropriate number of class hours are scheduled to meet the performance objectives of the course; the enrollment period for each CCAP course falls within the normal school day within which courses are offered at one or more LUSD School high school campuses; and that high school students participating in the CCAP are not required to attend class on dates in which the high school is not in session. The high school may require students to attend class on dates in which the college is not in session. Instruction may not be scheduled on legal holidays. Under the circumstance that a CCAP class begins after the start of, or concludes prior to the end of the high school term, it will be the responsibility of LUSD to arrange additional instruction if required by LUSD. Scheduling classes outside of the Mendocino College term is at the sole discretion of MLCCD.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student conduct as described under Mendocino Lake Community College District Board Policy (5500.1). These regulations are designed to represent reasonable standards of conduct. Violations of the code may subject individuals to disciplinary action, which is consistent with the requirements of due process.

The faculty shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session they shall notify the principal or principal's designee at the appropriate LUSD high school campus immediately.

XII. CANCELLATION AND TERMINATION

The following agreement may be canceled by written notification from either district to the other district. Should the cancellation be made during a period when a CCAP course is being offered the cancellation will take effect prior to the subsequent term.

XIII. INSTRUCTION FOR APPORTIONMENT

MLCCD shall provide documentation that instruction claimed for apportionment under this agreement/contract is under the immediate supervision and control of an employee of the district who has met the minimum qualifications for instruction in the discipline of the course in a California community

college. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity (as a general rule, faculty must be physically present in the classroom or lab or within line of sight of the students). Cal. Code Regs., Title 5, §§ 58050, 58051, 58056, 58058

- a. Where the instructor is not a paid employee of MLCCD, the district shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by the college or community college district and stating that MLCCD has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., Title 5, § 58058(b)
- b. MLCCD shall demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.
- c. Attendance at a MLCCD dual enrollment orientation is required for instructors of CCAP courses prior to each term that they teach a CCAP course.
- d. To claim Average Daily Attendance (ADA) for K12 funding, the K12 district must determine how many instructional minutes a student is offered and scheduled for, as well as that student's attendance during the K12 school day. If a high school student has been scheduled for the minimum instructional minutes per day under the immediate supervision and control of a certificated employee of the school district and has been offered a full schedule, the district may claim attendance towards apportionment for that student for each day the student attends at least some part of the instructional day at the high school. If that student then goes to a college course that meets the requirements to claim Full Time Equivalent Student (FTES), the college may also claim full apportionment for that student in that college course.

More information on apportionment is available here:

- The Budgeting and Funding sections of the Career Ladders Project Toolkit, Frequently Asked Questions: <http://www.careerladdersproject.org/areas-of-focus/pathways/ccccode/>
- Interview with Wendi McCaskill on Instructional Minutes: http://www.careerladdersproject.org/wp-content/uploads/2015/12/FC1_Wendi-McCaskill_Interview_DETTOOLS.pdf
- Pages 40-42 of the CIO Manual: <http://curriculum.cccco.edu/Content/publicpagefiles/CIO%20Manual.pdf>

XIV. MINIMUM QUALIFICATIONS

Mendocino Lake Community College District shall ensure that minimum qualifications for instructors teaching agreement / contract courses and instructor qualifications are consistent with requirements in other similar courses given by the college or community college district. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at one or more LUSD campuses, shall be limited to CCAP participants and shall not be open to the general public.

The districts further acknowledge that courses which are not part of this CCAP must continue to meet the following requirements:

- a. Courses which are not part of this CCAP agreement must be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course or program prerequisites.
- b. Courses which are not covered by this CCAP agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106,

Furthermore, the district policy on open enrollment (Cal. Code Regs., Title 5, § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes. Cal. Code Regs., Title 5, § 51006,

Degree and certificate programs must have been approved by the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally. Cal. Code Regs., Title 5, § 58050(a)(1).

XVI. CONSISTENCY, ATTENDANCE AND GRADES

MLCCD shall ensure that procedures are put into place by the college to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Cal. Code Regs., Title 5, § 55002, 58050(a)(5).

Permanent records of student attendance, grades, and achievement will be maintained by the college. Additional CCAP participant records which are maintained by the high school, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between the college and LUSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVII. FULL COMPENSATION / CERTIFICATION

MLCCD shall certify that it has not received full compensation, from any public or private agency, individual or group, for the direct education costs of the courses offered through this partnership agreement. EC § 84752; Cal. Code Regs., Title 5, § 58051.5. MLCCD shall obtain certification from the school district verifying that the instructional activity to be conducted will not be fully funded by other sources. EC § 84752; Cal. Code Regs., Title 5, § 58051.5.

XVIII. DISTRICT BOUNDARIES

MLCCD and LUSD agree that if the course(s) in this CCAP agreement will be located outside the boundaries of the district, the district must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

XIX. RECORD KEEPING AND COMPUTATION

MLCCD acknowledges that in all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs., Title 5, §§ 58003.1 et seq. , 58020 et seq., 58030 and 59020 et seq.

XX. ACCESS AND ACCOMMODATIONS

Upon identifying themselves to the instructor and the college, students with disabilities shall receive reasonable accommodation for learning and evaluation.

XXI. HOLD HARMLESS AGREEMENT AND INSURANCE

- a. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless LUSD, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of MLCCD or any of MLCCD's employees. LUSD shall indemnify and hold harmless MLCCD, its directors, officers, and employees, from any and all liability, claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of LUSD or any of LUSD's employees. Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle. A Party that intends to seek an indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, and shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and given the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold.
- b. Without limiting the above indemnification provision and during the term of this Agreement, LUSD shall obtain and maintain, and shall require their subcontractors to obtain and maintain, liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00) to cover any classroom incident, accident, or illness. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.
- c. LUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and LUSD agree to add and include each other's officials, officers, employees, agents and volunteers as an additionally insured in each other's general liability insurance coverage, throughout the term of this Agreement. Each Party shall provide written notice to the other of any change to said coverage.

- d. The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

ACCEPTED AND AGREED TO:

XXXXXXXXXXXX, Superintendent

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date

Arturo Reyes, Ed. D., Superintendent-President
Mendocino Lake Community College District

Date

APPENDIX I: CCAP PROGRAMS AND CLASSES:

Mendocino College Career Access Pathways

1. Administration of Justice
2. Agriculture – Sustainable Small Farms Management
3. Business – Business Management & Business Entrepreneurship
4. Child Development
5. Computer Science – Computer Applications and Office Administration
6. Culinary Arts Management
7. Digital Arts and Media
8. Fire Science
9. Nursing
10. Sustainable Construction & Energy Technology – Construction
11. Woodworking

Mendocino College- College and Career Success Courses:

1. CCS 100 – Career Planning Success (1.5 – 3 units)
2. CCS 101 – Career and Life Planning (3 unit)

Mendocino College GE Courses for Transfer Pathway

1. ADJ 202 – Concepts of Criminal Law (3 units)
2. ART 207 – Survey of Western Art from Prehistory through the middle ages (3 units)
3. ART 208 – Survey of Western Art from Renaissance to the Contemporary Period (3 units)
4. COM 203 – Introduction to Public speaking (3 units)
5. CSC 201 – Computers and Computer Applications (3 Units)
6. ENG 200 – Reading and Composition (3 units)
7. HLH 200 – Health Education (3 units)
8. HST 202 – The United States to 1877 (3 units)
9. HST 203- The United States since 1865 (3 units)
10. HST 222- Native American History (3 units)
11. HST 250- Contemporary America: The People and the Issues (3 units)
12. MTH 200 Pre-calculus Mathematics (5 units)
13. MTH 220 – Statistics (4 units)
14. PSY 205- Introduction to Psychology (3 units)
15. SPN 200- Elementary Spanish I (4 units)
16. SPN 201- Elementary Spanish II (4 units)

Mendocino College Basic English and Math Courses PLUS*

1. MTH 46 – Pre-College Mathematics (5.0 units)
2. MTH 79 – Mathematics for Technical Fields (3.0 units)
3. MTH 80- Intermediate Algebra for STEM and Business Majors (5.0 Units)

4. MTH 121- Trigonometry (4 units)
5. MTH 178 – Applied Math (4 units)
6. ENG 12 – Intermediate Reading and Writing (5.0 units)
7. ENG 80 – Academic Reading and Writing (4.0 units)
8. ENG 85 – Accelerated Preparation for College Writing (4.0)

*English and Math offerings include CSU transferable Math Classes for both STEM and non-STEM transfer pathways.

**College and Career Access Pathways (CCAP) Partnership Agreement Between
Mendocino-Lake Community College District and Upper Lake Unified School District**

Agreement No: Dated:

I. RECITALS

Whereas, Assembly Bill No. 288, approved by the Governor and filed with the Secretary of State on October 5th, 2015 allows the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding 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,

And whereas, allowing a greater and more varied segment of high school pupils to take community college courses can provide numerous benefits, such as reducing the number of high school dropouts, increasing the number of community college students who transfer and complete a degree, shortening the time to completion of educational goals, and improving the level of preparation of students to successfully complete for credit, college level courses,

And whereas, through dual enrollment partnerships, school districts and community college districts can create clear pathways of aligned, sequenced coursework that will allow students to more easily and successfully transition to for credit, college level coursework leading to an associate degree, transfer to the University of California or the California State University, or to a program leading to a career technical education credential or certificate,

The Mendocino Lake Community College District (MLCCD) and Upper Lake Unified School District (ULUSD) have entered into the following agreement.

II. LEGAL AUTHORITY AND ADOPTION

Assembly Bill 288 authorizes a community college district and a high school district to enter into a CCAP partnership provided that both districts have approved a CCAP Partnership Agreement which shall govern the partnership.

In adopting this CCAP Partnership Agreement, the governing boards of the Mendocino Lake Community College District and the Upper Lake Unified School District, certify compliance with the following regulations required for the adoption of a CCAP Partnership Agreement:

CCAP Partnership agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004(b).

- The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed AB 288 CCAP Partnership Agreement.

Furthermore, the governing boards of Mendocino Lake Community College District and Upper Lake Unified School District agree that a copy of this CCAP Partnership Agreement shall be filed with the Chancellor's Office of the California Community Colleges, with the understanding that the Chancellor of the California

Community Colleges may void this CCAP Partnership Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

a. Number of students served

Under this partnership, agreement up to a maximum of 250 School students will be served annually, with the college claiming up to a maximum of 50 FTES annually.

b. Assessment of students

The assessment of the pupil's ability to benefit from participation in courses offered under the agreement shall be made by the Upper Lake Unified School District high school principal or the principal's designee. Only students whom are deemed, by the principal or the principal's designee, to have the ability to benefit from participation in the CCAP courses will be eligible to enroll in courses authorized through the CCAP. Furthermore, Mendocino Lake Community College District reserves the right to require that students participating in the CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP.

c. Pathway/Course Offerings

*Additional pathway/course offerings may be considered, including those from CSU/IGETC GE and CTE course lists.

The courses to be offered shall include college readiness, career and technical education, general education, basic skills, and transfer pathway courses. Courses shall be offered on one or more Upper Lake Unified School District campuses during the school day. The pathways which may be offered under this agreement include:

Career Technical Education (CTE) pathway courses which are part of a degree or certificate outlined in the Mendocino Community College Catalog and are considered core requirements for a specific CTE area including CTE pathways listed in APPENDIX I (see *Degrees and Certificates Offered at MCC* for a complete list).

General education breadth courses needed for an AA or AS degree which also satisfy CSU and UC system transfer pathways as denoted in the Mendocino Community College Catalog for areas A through E and basic skill courses, including courses listed in APPENDIX I.

d. Information Sharing

MLCCD shall provide ULUSD with the student's final grade for all coursework undertaken as part of a CCAP agreement so that the high school may determine the appropriate number of high school credits to be awarded, if any. ULUSD shall provide MLCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

e. Points of Contact

The point of contact regarding the provisions of this agreement, for the MLCCD, shall be the MLCCD Vice President of Academic Affairs, Debra Polak. The point of contact regarding the provisions of this agreement, for Upper Lake Unified School District, shall be the XXXXXXXXXXXX, Upper Lake Unified School District,

XXXXXXX. The point of contact regarding implementation and administration of the CCAP shall be the Dean of Centers, or designee, at Mendocino College, Amanda Xu, and the Principal, or designee, at one or more high school sites of Upper Lake Unified School District. The following is specific contact information:

1. Vice President of Academic Affairs, Debra Polak
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95453
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Upper Lake Unified School District
ADDRESS
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f. Employer of Record

MLCCD shall be the employer of record for purposes of assignment monitoring and reporting. (See section XII a. of this agreement for guidance regarding instructors that are not paid employees of the community college district).

g. Teacher Quality Mandates

Upper Lake Unified School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

MLCCD shall insure that:

- a. any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC § 87010, or any controlled substance offense as defined in EC § 87011
- b. that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus
- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

ULUSD shall insure that:

- a. any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus

V. ENROLLMENT

- a. MLCCD shall grant priority enrollment and registration, that is equivalent to the priority assigned to a student attending a middle college high school as described in EC § 11300 and consistent with provisions in EC § 76001(e), to a pupil seeking to enroll in a Mendocino Community College course that is required for the pupil's CCAP partnership program.
- b. MLCCD shall limit enrollment in community college courses offered at one or more Upper Lake Unified School District high school campuses during the regular school day solely to eligible high school students.
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VI. STUDENT FEES

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- b. High school pupils enrolled in courses offered through this CCAP Partnership Agreement, that are properly classified as having "special part-time student" status as described by EC § 76004(p), shall be exempt from the following community college fee requirements [EC § 76004(q)]:
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 - ii. Nonresident Tuition Fee. EC § 76140 6
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MLCCD, in conjunction with ULUSD, shall report annually to the State Chancellor's Office all of the following information:

- a. The total number of high school pupils by school site enrolled in each CCAP 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 CCAP partnership participants.
- c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants

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a. MLCCD, prior to establishing a vocational or occupational training program (career technical education programs) with ULUSD, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. EC § 78015 et seq.

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MLCCD shall be responsible for the educational program(s) and for the content and instruction of the courses offered through the CCAP.

c. Facilities

ULUSD shall be responsible for the provision of the facilities for courses offered on one or more Upper Lake Unified School District campuses as part of this CCAP.

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MLCCD and ULUSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

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Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on Upper Lake Unified School District campuses during the school day in ULUSD facilities.
Instruction and Educational Program	x		CCAP participants will take Mendocino Community College courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Books		x	As a CCAP participant shall not be charged for textbooks, supplies, materials, and equipment needed to participate in the course, a source must be identified for providing books, supplies, materials and equipment prior to offering the course. In most instances instruction shall be provided by the college and books shall be provided by the high school. No CCAP course shall be offered without prior agreement between the college and the high school as to which organization shall be responsible for the provision of the textbooks, supplies, materials, and equipment needed by participants in the course.
Counseling and Guidance	x	x	Mendocino Community College and ULUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino Community College and ULUSD Schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.
Tutoring	x		Mendocino College shall be responsible for the provision of tutoring for college course when appropriate.

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Upper Lake School campuses through registration conducted on site at Upper Lake School campuses. CCAP students will be granted level 3 priority registration and may also enroll in additional college courses held outside of the normal school day (exp. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between Mendocino Community College and Upper Lake High School.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. ULUSD shall be responsible for assigning high school credit for the coursework CCAP students complete where appropriate.

d. Course timing and length

MLCCD shall insure that: the appropriate number of class hours are scheduled to meet the performance objectives of the course; the enrollment period for each CCAP course falls within the normal school day within which courses are offered at one or more Upper Lake School high school campuses; and that high school students participating in the CCAP are not required to attend class on dates in which the high school is not in session. The high school may require students to attend class on dates in which the college is not in session. Instruction may not be scheduled on legal holidays. Under the circumstance that a CCAP class begins after the start of, or concludes prior to the end of the high school term, it will be the responsibility of ULUSD to arrange additional instruction if required by ULUSD. Scheduling classes outside of the Mendocino College term is at the sole discretion of MLCCD.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student conduct as described under Mendocino Lake Community College District Board Policy (5500.1). These regulations are designed to represent reasonable standards of conduct. Violations of the code may subject individuals to disciplinary action, which is consistent with the requirements of due process.

The faculty shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session they shall notify the principal or principal's designee at the appropriate ULUSD high school campus immediately.

XII. CANCELLATION AND TERMINATION

The following agreement may be canceled by written notification from either district to the other district. Should the cancellation be made during a period when a CCAP course is being offered the cancellation will take effect prior to the subsequent term.

XIII. INSTRUCTION FOR APPORTIONMENT

MLCCD shall provide documentation that instruction claimed for apportionment under this agreement/contract is under the immediate supervision and control of an employee of the district who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity (as a general rule, faculty must be physically present in the classroom or lab or within line of sight of the students). Cal. Code Regs., Title 5, §§ 58050, 58051, 58056, 58058

- a. Where the instructor is not a paid employee of MLCCD, the district shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by the college or community college district and stating that MLCCD has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., Title 5, § 58058(b)
- b. MLCCD shall demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.
- c. Attendance at a MLCCD dual enrollment orientation is required for instructors of CCAP courses prior to each term that they teach a CCAP course.
- d. To claim Average Daily Attendance (ADA) for K12 funding, the K12 district must determine how many instructional minutes a student is offered and scheduled for, as well as that student's attendance during the K12 school day. If a high school student has been scheduled for the minimum instructional minutes per day under the immediate supervision and control of a certificated employee of the school district and has been offered a full schedule, the district may claim attendance towards apportionment for that student for each day the student attends at least some part of the instructional day at the high school. If that student then goes to a college course that meets the requirements to claim Full Time Equivalent Student (FTES), the college may also claim full apportionment for that student in that college course.

More information on apportionment is available here:

- The Budgeting and Funding sections of the Career Ladders Project Toolkit, Frequently Asked Questions: <http://www.careerladdersproject.org/areas-of-focus/pathways/ccccode/>
- Interview with Wendi McCaskill on Instructional Minutes: http://www.careerladdersproject.org/wp-content/uploads/2015/12/FC1_Wendi-McCaskill_Interview_DETTOOLS.pdf
- Pages 40-42 of the CIO Manual: <http://curriculum.cccco.edu/Content/publicpagefiles/CIO%20Manual.pdf>

XIV. MINIMUM QUALIFICATIONS

Mendocino Lake Community College District shall ensure that minimum qualifications for instructors teaching agreement / contract courses and instructor qualifications are consistent with requirements in other similar courses given by the college or community college district. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at one or more ULUSD campuses, shall be limited to CCAP participants and shall not be open to the general public.

The districts further acknowledge that courses which are not part of this CCAP must continue to meet the following requirements:

- a. Courses which are not part of this CCAP agreement must be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course or program prerequisites.
- b. Courses which are not covered by this CCAP agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106,

Furthermore, the district policy on open enrollment (Cal. Code Regs., Title 5, § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes. Cal. Code Regs., Title 5, § 51006,

Degree and certificate programs must have been approved by the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally. Cal. Code Regs., Title 5, § 58050(a)(1).

XVI. CONSISTENCY, ATTENDANCE AND GRADES

MLCCD shall ensure that procedures are put into place by the college to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Cal. Code Regs., Title 5, § 55002, 58050(a)(5).

Permanent records of student attendance, grades, and achievement will be maintained by the college. Additional CCAP participant records which are maintained by the high school, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between the college and ULUSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVII. FULL COMPENSATION / CERTIFICATION

MLCCD shall certify that it has not received full compensation, from any public or private agency, individual or group, for the direct education costs of the courses offered through this partnership agreement. EC § 84752; Cal. Code Regs., Title 5, § 58051.5. MLCCD shall obtain certification from the school district verifying

that the instructional activity to be conducted will not be fully funded by other sources. EC § 84752; Cal. Code Regs., Title 5, § 58051.5.

XVIII. DISTRICT BOUNDARIES

MLCCD and ULUSD agree that if the course(s) in this CCAP agreement will be located outside the boundaries of the district, the district must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

XIX. RECORD KEEPING AND COMPUTATION

MLCCD acknowledges that in all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs., Title 5, §§ 58003.1 et seq. , 58020 et seq., 58030 and 59020 et seq.

XX. ACCESS AND ACCOMMODATIONS

Upon identifying themselves to the instructor and the college, students with disabilities shall receive reasonable accommodation for learning and evaluation.

XXI. HOLD HARMLESS AGREEMENT AND INSURANCE

- a. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless ULUSD, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of MLCCD or any of MLCCD's employees. ULUSD shall indemnify and hold harmless MLCCD, its directors, officers, and employees, from any and all liability, claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of ULUSD or any of ULUSD's employees. Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle. A Party that intends to seek an indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, and shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and given the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold.
- b. Without limiting the above indemnification provision and during the term of this Agreement, ULUSD shall obtain and maintain, and shall require their subcontractors to obtain and maintain, liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00) to cover any classroom incident, accident, or illness. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.

- c. ULUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and ULUSD agree to add and include each other's officials, officers, employees, agents and volunteers as an additionally insured in each other's general liability insurance coverage, throughout the term of this Agreement. Each Party shall provide written notice to the other of any change to said coverage.
- d. The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

ACCEPTED AND AGREED TO:

XXXXXXXXXXXX, Superintendent
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date

Arturo Reyes, Ed. D., Superintendent-President
Mendocino Lake Community College District

Date

APPENDIX I: CCAP PROGRAMS AND CLASSES:

Mendocino College Career Access Pathways

1. Administration of Justice
2. Agriculture – Sustainable Small Farms Management
3. Business – Business Management & Business Entrepreneurship
4. Child Development
5. Computer Science – Computer Applications and Office Administration
6. Culinary Arts Management
7. Digital Arts and Media
8. Fire Science
9. Nursing
10. Sustainable Construction & Energy Technology – Construction
11. Woodworking

Mendocino College- College and Career Success Courses:

1. CCS 100 – Career Planning Success (1.5 – 3 units)
2. CCS 101 – Career and Life Planning (3 unit)

Mendocino College GE Courses for Transfer Pathway

1. ADJ 202 – Concepts of Criminal Law (3 units)
2. ART 207 – Survey of Western Art from Prehistory through the middle ages (3 units)
3. ART 208 – Survey of Western Art from Renaissance to the Contemporary Period (3 units)
4. COM 203 – Introduction to Public speaking (3 units)
5. CSC 201 – Computers and Computer Applications (3 Units)
6. ENG 200 – Reading and Composition (3 units)
7. HLH 200 – Health Education (3 units)
8. HST 202 – The United States to 1877 (3 units)
9. HST 203- The United States since 1865 (3 units)
10. HST 222- Native American History (3 units)
11. HST 250- Contemporary America: The People and the Issues (3 units)
12. MTH 200 Pre-calculus Mathematics (5 units)
13. MTH 220 – Statistics (4 units)
14. PSY 205- Introduction to Psychology (3 units)
15. SPN 200- Elementary Spanish I (4 units)
16. SPN 201- Elementary Spanish II (4 units)

Mendocino College Basic English and Math Courses PLUS*

1. MTH 46 – Pre-College Mathematics (5.0 units)
2. MTH 79 – Mathematics for Technical Fields (3.0 units)
3. MTH 80- Intermediate Algebra for STEM and Business Majors (5.0 Units)
4. MTH 121- Trigonometry (4 units)

5. MTH 178 – Applied Math (4 units)
6. ENG 12 – Intermediate Reading and Writing (5.0 units)
7. ENG 80 – Academic Reading and Writing (4.0 units)
8. ENG 85 – Accelerated Preparation for College Writing (4.0)

*English and Math offerings include CSU transferable Math Classes for both STEM and non-STEM transfer pathways.

ITEM NO: 10.1
DATE: June 12, 2019

SUBJECT: TRUSTEE REPORTS

SYNOPSIS:

Individual Trustees share their Board related activities with the full Board.

ANALYSIS:

Oral reports by Trustees may be presented at the meeting.

ITEM NO: 10.2
DATE: June 12, 2019

SUBJECT: FUTURE AGENDA ITEMS

SYNOPSIS:

Input and discussion by board members regarding items to be included on future agendas.