

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AGENDA - REGULAR MEETING**

August 14, 2019 – 4:00 PM

Mendocino College – 1000 Hensley Creek Road – Ukiah, CA 95482

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 June 12, 2019, and the special meetings held on July 11, 2019 and July 24, 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: Cichocki, Polak, Velasco and Marin
Employee Organizations: MCFT, MPFA, Management/Supervisory/Confidential, MLCCCCBU
- 2.2 Conference with Labor Negotiator – Pursuant to Government Code section 54957.6
Agency Negotiator: Robert Jason Pinoli
Unrepresented employees: Interim Superintendent/President
- 2.3 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
- 2.4 Public Employee Discipline/Dismissal/Release – Pursuant to Government Code section 54957
Case names unspecified: Disclosure would jeopardize existing settlement negotiations

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.

OATH OF OFFICE

The Oath of Office is administered to Student Trustee Aidan Lagorio

3. PRESIDENT AND ADMINISTRATION REPORT

- 3.1 A report from Interim Superintendent/President Cichocki 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 – Management/Supervisory/Confidential
Recommendation to approve the Management/Supervisory/Confidential list as presented
- 4.6 Consideration to Ratify Resignation/Retirement – Full-Time Faculty – Non-Tenure Track – Categorically Funded
Recommendation to ratify the resignation/retirement as presented
- 4.7 Consideration to Ratify Resignation/Retirement - Classified
Recommendation to ratify the resignation/retirement as presented

5. Other Items

- 5.1 Fiscal Report as of June 30, 2019
Recommendation to accept the report as presented
- 5.2 Donations
Recommendation to accept the donated items as presented
- 5.3 Mendocino College 2019-2020 Catalog
Recommendation to adopt the 2019-2020 college catalog as presented

6. INFORMATIONAL/ACTION ITEM

- 6.1 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 Recommendation for Compensation – Interim Superintendent/President
Recommendation to be determined at the meeting
- 7.2 Contracts and Agreements – Quarterly Ratification
Recommendation to ratify the contracts and agreements as presented
- 7.3 2019/2020 Appropriation Limit – Resolution 08-19-01
Recommendation to adopt resolution 08-19-01 and establish the District’s 2019-2020 appropriation limit as presented
- 7.4 Consideration of Grievance from Part-Time Faculty Member re: Mendocino Part-Time Faculty Association Agreement, Article 4.1.3
Recommendation to deny the grievance appeal as presented
- 7.5 Signature Authorization for Interim Superintendent/President – Resolution 08-19-02
Recommendation to adopt resolution 08-19-02 as presented
- 7.6 Signature Authorization for Director of Human Resources – Resolution 08-19-03
Recommendation to adopt resolution 08-19-03 as presented
- 7.7 Rescind Original Signature Authorization – Resolution 12-12-02 and 02-15-02
Recommendation to rescind signature authorization for Arturo Reyes and Sabrina Meyer as presented
- 7.8 Child Development Center Contract – Resolution 08-19-04
Recommendation to adopt resolution 08-19-04 as presented
- 7.9 Child Development Center Contract – Resolution 08-19-05
Recommendation to adopt resolution 08-19-05 as presented
- 7.10 Notification of Classified Layoffs – Resolution 08-19-06
Recommendation to adopt resolution 08-19-06 – Notification of Classified Layoffs

7.11 Student Equity Plan

Recommendation to approve the Student Equity Plan as presented

7.12 College and Career Access Pathways (CCAP) Partnership Agreements – Second Reading

Recommendation to approve the College and Career Access Pathways (CCAP) Partnership Agreements as presented

8. INFORMATIONAL ITEMS AND REPORTS

8.1 Mendocino College Foundation, Inc.

Mendocino College Foundation informational report

8.2 Constituent Group Reports

Reports from constituent groups are presented as information

9. TRUSTEE COMMUNICATIONS

9.1 Trustee Reports

Written and oral reports from Trustees are presented as information

9.2 Trustee Appointment to Fill the Vacancy in Trustee Area #7

Board President will appoint an ad-hoc committee to review applications to fill the vacancy

9.3 Future Agenda Items

Board discussion about topics to be included on future agendas

9.4 Trustee Workshop

Board discussion about potential dates, times and topics

9.5 Joint Meeting with Mendocino College Foundation

Board discussion about potential dates and times

10. 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, September 11, 2019, 4:00 PM, Mendocino College Coast Center, 1211 Del Mar Drive, Fort Bragg, CA 95437*

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, June 12, 2019 at Mendocino College Lake Center, 2565 Parallel Drive, Lakeport, CA.

GENERAL MATTERS

Call to Order & Pledge of Allegiance Trustee Pinoli, Board President, called the meeting to order at 4:02 PM which was followed by the Pledge of Allegiance led by Trustee Geck.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Ed Nickerman	present
	Trustee	Paul Ubelhart	absent
	Trustee	Xochilt Martinez	present
	Trustee	Dave Geck	present
	Trustee	John Tomkins	arrived at 4:05 pm
	Student Trustee	vacant	

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 (present)
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Catherine Indermill, President (present)
	Classified Senate	Tony Novelli, President (absent)
	Management/Supervisory/Confidential	Matthew Gordon, President (present)

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

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

Minutes Approval M/S (Nickerman/Myers) to approve the minutes of the special Board meeting held on May 15, 2019 as presented. The matter was approved with the following vote:

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

Abstentions None
Absent Ubelhart and Tomkins

*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 2.3 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 5:53PM 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 Karen Christopherson on her upcoming retirement and her years of service to the college. Assistant Superintendent/Vice President Cichocki reiterated her many contributions to the college over the past 30 years.

PRESIDENT AND ADMINISTRATION REPORT

A written report was presented by Superintendent/President Reyes.

Superintendent/President Reyes added information that our equity coordinator is out for an extended period of time. With this in mind, the Director of Institutional Effectiveness, Research and Grants will be assuming those duties. Additionally, upon his return the equity position will be reporting directly to the Director of Institutional Effectiveness, Research and Grants who will be directing this important work.

Enrollments are looking to be close to what we anticipated for Spring. Summer and Fall enrollments are looking strong at this time. The Board requested that an update on enrollments be presented at the August meeting.

At the request of Trustee Geck, Judy Kanavle updated the board regarding the recent Fiesta held at the Lake Center.

Trustee Martinez asked about the success rate of the nursing students that take the NCLX exam and their success.

CONSENT AGENDA

M/S (Tomkins/Nickerman) 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 and Myers
Noes None

Abstentions None
Absent Ubelhart

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 –
Classified*

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

*Consideration to
approve the
personnel list – Full-
Time Tenure Track
Faculty*

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

*Consideration to
renew contracts –
categorically-funded
faculty*

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the categorically funded contracts for Sara Bogner, Director of Physical Therapist Assistant Program, Joseph Munoz, Director of Clinical Education and Apryl Guisasola, Equity Counselor all effective July 1, 2019 through June 30, 2020; and Lidia Sanchez, CAMP Counselor effective July 1, 2019 through October 31, 2019 as presented.

*Classified Release
During Probation*

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

Other Items

*Fiscal Report as of
April 30, 2019*

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the fiscal report as of April 30, 2019 as

presented.

Donations

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the donated item from Bill Churchill as presented.

INFORMATIONAL/ACTION ITEM

*Board of
Trustees/Foundation
Ad-Hoc Committee*

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

Trustee Geck updated the board regarding the joint May 2019 meeting with a recap of the meeting.

There was an agreement to hold a planning workshop with trustees and the foundation directors in the Fall. Trustee Pinoli stated he will reach out to the Foundation to work on a timeline to hold this workshop.

Trustee Geck also stated the ad-hoc committee has now been disbanded with this being its final step in the process.

*Board of Trustees
Student Housing Ad-
Hoc Committee*

An update from the ad-hoc committee was presented by Trustee Pinoli where he stated the next meeting will be held in the near future.

ACTION ITEMS

*2019/20 Tentative
Budgets*

Assistant Superintendent/Vice President of Administrative Services Cichocki presented the 2019/20 tentative budget information to the board.

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

M/S (Geck/Myers) that the Mendocino-Lake Community College District Board of Trustees does hereby adopt the proposed 2019/20 Tentative Budgets as presented and shown on Attachments A-1 through I with the following vote:

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

*Award of Contract –
North State
Street/Hensley Creek
Road Intersection
Improvement Project*

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

M/S (Myers/Geck) that the Mendocino-Lake Community College District Board of Trustees does hereby award the contract for the North State Street/Hensley Creek Road Intersection Improvement Project to Mike Brown Electric in the amount of \$235,600 with the following vote:

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

Absent Ubelhart

*District Order of
Priorities for Five-
Year Capital Outlay
Plan 2021-2025*

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

M/S (Geck/Nickerman) 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.

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

*Rescind Resolution
02-19-01 Regarding
Classified Layoffs –
Resolution 06-19-01*

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

M/S (Geck/Myers) 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.

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

*Board Policy
Additions and
Revisions – Second
Reading*

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 adopt the additions and/or revisions to Board Policy 1200 and Board Policy 3430 as presented with the following vote:

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

*Big Picture –
Student Success and
Staff Diversity
Information*

Director of Institutional Effectiveness, Research and Grants presented the board with information regarding student success and the diversity of our staff versus the diversity of our student population, our state and the nation.

INFORMATIONAL REPORTS

*Mendocino College
Foundation, Inc.*

A written informational report was submitted by Katie Fairbairn, Executive Director of the Mendocino College Foundation. She also introduced Mr. Tom Dow who is the current Foundation Vice President and will becoming the next Foundation President in December 2019.

*Friends of the
Mendocino College
Coastal Field
Station and Natural
Sciences affiliate*

A written informational report was submitted by Dr. Steve Cardimona, Professor of Earth Science.

*Constituents Group
Reports*

Academic Senate

A written report was submitted by Academic Senate President Catherine Indermill. She added this was the first time in the history of the Academic Senate that elections were held electronically thanks to Doug Browe.

Classified Senate

A written report was submitted by Classified Senate President Tony Novelli.

*College and Career
Access Pathways
(CCAP) Partnership
Agreements – First
Reading*

An overview of the College and Career Access Pathways (CCAP) Partnership Agreements were presented by Vice President Polak as information. Voting on the final version of these agreements will take place at the August 2019 board meeting.

TRUSTEE COMMUNICATION

Trustee Reports

Trustees commented orally on their recent college-related activities.

Trustee Martinez thanked the staff for the information shared during the meeting.

Trustee Geck thanked the Director of Institutional Effectiveness, Research and Grants for her informative presentation.

Trustees Myers, Tomkins, Nickerman and Pinoli all commented on the beautiful and moving commencement ceremony.

Future Agenda Items

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

- There were no items presented

Adjournment

With agenda business concluded, Board President Pinoli declared the meeting adjourned at 7:18 PM.

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

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

A special meeting of the Mendocino-Lake Community College District Board of Trustees was convened on Thursday, July 11, 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 4:33 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	absent
	Trustee	Xochilt Martinez	present
	Trustee	Dave Geck	present via telephone
	Trustee	John Tomkins	present
	Student Trustee	Vacant	

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 (absent)
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Catherine Indermill, President (present)
	Classified Senate	Jeana Thompson, President (present)
	Management/Supervisory/Confidential	Judith Kanavle, President (present)

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

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

Public Comments

- Deborah White addressed the board regarding the selection of a successor to the current Superintendent/President and thanked President Reyes for the many changes he made during his tenure at Mendocino College.
- Leslie Banta addressed the board regarding the selection of an interim Superintendent/President.

- Judith Kanavle addressed the board on behalf of the Management/Supervisory/Confidential group regarding the appointment of an interim Superintendent/President.
- Nicholas Petti addressed the board regarding the college and how it impacts the community.
- Janice Timm addressed the board regarding the selection of an interim and permanent Superintendent/President.
- MacAdam Lojowsky addressed the board regarding the transition and the appointment of an interim Superintendent/President.
- Toni Fort addressed the board representing SEIU 1021 regarding the next steps in the transition of leadership.
- Phil Warf addressed the board regarding the items identified as the closed session items as the President of the Full-Time Faculty Union.

CONSENT AGENDA

M/S (Nickerman/Myers) 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 and Myers
Noes	None
Abstentions	None
Absent	Ubelhart

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 – Classified

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Alberto Lozano Ruvalcaba, Ceramics Technician effective August 5, 2019 pending receipt of all necessary employment eligibility requirements.

Consideration to ratify the resignation/retirement – Management/Supervisory/Confidential

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the resignation of Adan Chaidez, Student Equity, Success and Support Program Coordinator, effective July 19, 2019.

It was noted that upon board ratification of this resignation, the duties of the Student Equity, Success and Support Program Coordinator will be assumed by the Director of Institutional Effectiveness, Research and Grants.

Consideration to approve the list of

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

Volunteers

*Consideration to
accept the
resignation of
Superintendent/Presi
dent Dr. J. Arturo
Reyes*

ACTION ITEMS

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

M/S (Nickerman/Myers) that the Mendocino-Lake Community College District Board of Trustees accepts the resignation of Superintendent/President Dr. J. Arturo Reyes as presented with the following vote:

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

INFORMATIONAL REPORTS

*Constituents Group
Reports*

Academic Senate

A written report was submitted by Academic Senate President Catherine Indermill. She added that an additional 10 faculty members had contacted her to convey their wish that the board hire an external candidate.

Classified Senate

A written report was submitted by Classified Senate President Jeana Thompson and Vice President Mayra Sanchez. Classified Senate President Jeana Thompson conveyed best wishes to Superintendent/President on his new endeavors.

Management/Supervisory/Confidential

A written report was submitted by Management/Supervisory/Confidential President Judith Kanavle. Management/Supervisory/Confidential President Kanavle expressed the best wishes from the M/S/C group to Superintendent/President Reyes on his new assignment.

CLOSED SESSION

The Board adjourned to Closed Session at 5:03 PM with Board President Pinoli stating items 6.1, 6.2 6.3 and 6.4 will be discussed in closed session.

OPEN SESSION

*Report of Action
Taken in Closed
Session*

The Board returned to open session at 6:45 PM with Board President Pinoli reporting the following action taken in closed session:

Item 6.1 – Public Employee – Superintendent President: There was no action taken in closed session. The Superintendent/President's last day will be August 2, 2019.

Item 6.2 – Public Employment Appointment – Interim Superintendent/President: This evening in closed session the board decided to open the position for Interim Superintendent/President to in-house applicants for promotion. The application period will be for 5 business days and will

close on Friday, July 19, 2019 at 5:00 pm. Any interested applicants will be directed to submit a cover letter and resume to Human Resources.

Additionally, the board will hold interviews for the Interim Superintendent/President position on July 24, 2019 at 2:00 PM with a Special Board meeting to be held on July 24, 2019 beginning at 5:00 PM. The interview committee will be comprised of Trustees Pinoli, Myers and Tomkins with Nickerman as an alternate. Also invited to participate in the interview process are the Presidents of the Academic Senate, the Classified Senate and the Management/Supervisory/Confidential groups.

Item 6.3 – Conference with Labor Negotiator – On a motion by Trustee Martinez and a second by Trustee Myers, the board approved appointing Trustee Robert Jason Pinoli as the agency negotiator for negotiation with the unrepresented employee: Interim Superintendent/President with the following vote:

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

Item 6.4 – Conference with Legal Counsel – Anticipated Litigation: There was no action taken in closed session.

Adjournment

With agenda business concluded, Board President Pinoli declared the meeting adjourned at 6:48 PM.

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

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

A special meeting of the Mendocino-Lake Community College District Board of Trustees was convened on Wednesday, July 24, 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 5:02 PM which was followed by the Pledge of Allegiance led by Trustee Ubelhart.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Ed Nickerman	present via telephone
	Trustee	Paul Ubelhart	present
	Trustee	Xochilt Martinez	absent
	Trustee	Dave Geck	absent
	Trustee	John Tomkins	present
	Student Trustee	Vacant	

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 (present)
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Jody Gehrman, Vice President (present)
	Classified Senate	Jeana Thompson, President (present)
	Management/Supervisory/Confidential	Judith Kanavle, President (present)

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

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

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

CLOSED SESSION

The Board adjourned to Closed Session at 5:06 PM with Board President Pinoli stating items 3.1 and 3.2 will be discussed in closed session.

*Report of Action
Taken in Closed
Session*

OPEN SESSION

The Board returned to open session at 5:42 PM with Board President Pinoli reporting the following action taken in closed session:

Item 3.1 – Public Employment Appointment – Interim

Superintendent/President: This evening in closed session, the Board of Trustees by a vote of 5 (Trustees Ubelhart, Nickerman, Myers, Tomkins and Pinoli) to 0 took action to appoint Eileen Cichocki as Interim Superintendent/President through June 30, 2021.

Item 3.2 – Conference with Legal Counsel – Anticipated Litigation: In closed session, the Board of Trustees by a vote of 5 (Trustees Tomkins, Myers, Ubelhart, Nickerman and Pinoli) to 0 determined to consider the pending adjunct faculty grievance based solely on the written record.

Further, the Board directs the Superintendent/President and Ms. Marin to ensure that the grievant and the Mendocino Part-Time Faculty Association receive notice of this determination and also receive notice that the Board will consider the grievance at the Board's August 14, 2019 meeting.

Adjournment

With agenda business concluded, Board President Pinoli declared the meeting adjourned at 5:44 PM.

Submitted by:

Arturo Reyes, Superintendent/President
Secretary, Board of Trustees

SUBJECT: PRESIDENT AND ADMINISTRATION REPORT

First of all, I am very honored and excited to have been chosen to serve as the Interim Superintendent/President. I look forward to serving the Trustees and working alongside our exceptional team of students, faculty, staff and managers to move the college forward on the many initiatives we have underway, not the least of which is completing our self-evaluation in preparation for accreditation reaffirmation.

Additionally, I would like to take this opportunity to thank former Trustee Geck for his 9 years of service to the Mendocino-Lake Community College District and for his willingness to share his wisdom and expertise with us during his tenure. His commitment to the college and the students of our district is unsurpassed and is deeply appreciated.

We are actively preparing for the **Fall 2019** semester which begins August 19. The college is currently in the final planning stages of our part-time faculty orientation, professional development activities and inservice agenda. This year's fall inservice falls on Friday, August 16. The Board is invited to attend inservice activities, specifically the morning General Session which begins at 8:30 in the CVPA and will include campus updates, introduction of new employees, presentations on the FYI program and the Phoenix Project, and service awards to employees.

At the beginning of each fall and spring semester, several of our employees join together to facilitate a **Week of Welcome** for our students. We have a packed schedule that is sure to help get our students get acclimated to our campuses and excited for the fall semester. So far, the schedule is as follows:

<u>Ukiah Campus:</u>	<u>Activity</u>	<u>Location</u>	<u>Time</u>
Monday, August 19	Information table & healthy snacks	Student Center	All Day
Tuesday, August 20	Information table & healthy snacks	Student Center	All Day
Wednesday, August 21	Pizza party sponsored by ASMC with music, games and club tables	Pomo Plaza	11:30 am – 1:30 pm
Thursday, August 22	Savings Bank barbeque with music, games, club tables and group photo with the President	Pomo Plaza	11:30 am – 1:30 pm
Friday, August 23	Healthy snacks	Student Center	All Day
Tuesday, August 27 & Wednesday, August 28	Passport to Learning	Learning Center	10:00 am – 2:00 pm
<u>Centers:</u>	<u>Activity</u>	<u>Location</u>	<u>Time</u>
Tuesday, August 27	Barbeque	North County	4:00 – 5:30 pm
Wednesday, August 28	Barbeque	Lake	11:30 am – 1:00 pm
Thursday, August 29	Barbeque	Coast	Noon – 1:30 pm

The **Mendocino College Promise** program is being launched in the Fall 2019 semester for all eligible students. Using funding provided by Assembly Bill 19, Mendocino College will make it possible for students to attend one year of college without any out-of-pocket expenses. By completing at least 15 units each semester (fall/spring) of their first year, students can have all enrollment fees covered by a combination of grants and other funds. Eligibility requirements include:

- First-time college student
- Complete a minimum of 15 units in their first semester (Fall or Spring)
- Enroll in a minimum of 15 units in their second semester (Fall or Spring)
- Be a California resident or otherwise exempt from paying non-resident tuition fees (e.g. AB540)
- Complete the Federal Application for Federal Student Aid (FAFSA) or California Dream Act application
- Have an educational plan on file
- Earned their high school diploma or equivalent in our service area.

Once students have successfully completed their first semester, we will automatically enroll them in the program for the subsequent semester. As long as they complete 15 units in their first semester, they will earn a Mendocino College Promise grant to cover any out of pocket enrollment fees. Mendocino College and the Mendocino College Foundation have been discussing ways to expand the program moving forward.

On July 18th, Mendocino College held a **New Student Welcome** event at the Ukiah campus. A total of 122 first-year students attended this event. Organized by an ad hoc workgroup headed by FYI/HSI Grant Program Manager Monica Flores, the event was an orientation to campus with additional direct guidance provided to students in specific programs, such as the First Year Institute, College Assistance Migrant Program, and EOPS. Different tracks were developed for each program that guided students through the entire matriculation process. Students were able to enroll for classes, receive assistance setting up their college email, completed the financial aid process among many other services. Additionally, two presentations were made for parents that accompanied their students. All attendees were provided lunch and were able to connect with different departments, programs and student clubs in Pomo Plaza.

The **2019 Summer** term came to a close on July 31 bringing in solid enrollments. In fact, at last count our FTES is over 15 FTES higher than last summer and our highest over the past four years. Several special programs contributed to that record enrollment: The Adelante program provided college classes in math and English to rising 9th-12th grade students; the Native American Enrichment Program supported high school students in a sustainable agriculture class as well as other career development and team building activities; Upward Bound programs were housed at both the Coast and the Lake Centers where high school students took an assortment of college classes; we partnered with the Butte County Office of Education to offer online education classes for prospective bilingual teachers; of course, we also offered a wide array of classes in traditional classrooms and online.

So far, **Fall enrollments** look strong. We are ahead about 26 FTES from last year and have the highest enrollment numbers in three years. Enrollments are especially strong online and at the Coast Center. We are continuing to build out our efforts in dual and concurrent enrollment throughout the district, including the Middle College and new College and Career Pathways in Lake County. The instructional deans and Lake Center Director are all developing strong relationships with leadership from every high school in our district to support their students with college going opportunities. We also will continue to build our collaboration with the Butte Office of Education to offer online EDU classes for prospective bilingual teachers throughout the academic year.

On July 30, we were notified by a representative in Congressman Jared Huffman's office that the Mendocino-Lake Community College District had received grant approval on a five-year, \$2 million grant for the **College Assistance Migrant Program (CAMP)**. Mendocino College competed with many other grant proposals and was awarded the funds to identify, recruit, admit, and enroll at least 50 migrant and seasonal farm worker students annually. With the grant we will be able to continue to provide students with targeted support services, such as mentoring, tutoring, an assigned counselor, book vouchers, financial aid assistance, and opportunities to participate in cultural and academic enrichment activities. CAMP also offers a Summer Bridge Program to help prepare students for college. Historically, Mendocino College CAMP students have seen an average 89 percent completion and 99 percent retention rate. Students for the program are recruited throughout Lake and Mendocino Counties and Mendocino College CAMP is among only nine programs statewide at six California State University campuses and three community colleges. It is the only program of its kind in California north of Sacramento.

Unfortunately, we received notification on August 6 that we did not receive federal funding to continue the **High school Equivalency Program (HEP)**. The grant's purpose is to provide instructional and support services to migrant seasonal farm working students who want to obtain a High School Equivalency Diploma. The program, since its inception, has served approximately 2,000 students within the MLCCD service area and has had more than 1,000 students receive their high school equivalency diploma. The grant has a positive history of reaching the GPRA (Government Performance and Result Act) measures by surpassing the 69% annual graduation rate (average is 71%), and 88% placement rate. It is the only program of its kind in the North Far North region in California (from Mendocino County to the Oregon Border). While only two programs in California were funded, we are very disappointed our very successful program was not.

College administration and Academic Senate leadership collaborated on the college showing its support for the **We Are Still In** initiative. We Are Still In is a coalition of more than 3,500 CEOs, mayors, governors, college presidents, and other leaders committed to climate action. Rachel Donham, full time Biology faculty here at Mendocino College is spearheading the college's commitment to climate action. She was part of a team that planned and organized our Earth Week 2019 activities this past April and is very interested in advancing sustainability and climate action at Mendocino College.

In early July, the **Physical Therapy Assistant Program** hosted the Commission on Accreditation in Physical Therapy Education (CAPTE) for its first visit to our campus to review the program which will begin in Spring 2020. Advertising has begun to encourage students to apply this fall for this program.

The College continues to gear up for our February **Accreditation** site visit. The Institutional Self-Evaluation Report (ISER) is being drafted and will begin going through a review process early this fall semester which will culminate in Board approval in December, 2019.

The North County Center in Willits is busy promoting **Weekends to Success** which is beginning this fall semester. General Education courses are scheduled Friday night and Saturday so that working adults and other busy students can take most of their general education requirements over the course of two semesters by showing up Friday nights and Saturdays, with some work online.

The **Veteran Resource Center** has been relocated to Room 1240 in MacMillan Hall. The new space has been open to students throughout the summer months and the response from students and community partners has been wonderful! The space will receive new flooring before the fall semester

begins and a new ADA compliant door will be installed soon. The space includes a reception desk, two desktop computers and a printer for student use, an area for students to relax and enjoy a cup of coffee and snacks, as well as a small study space and a semi-private meeting space. An open house is in the planning stages now and is provisionally scheduled for mid-September.

Director Anastasia Simpson-Logg will represent Mendocino College Veterans Services with a booth at the **Veteran and Family Wellness Fair** hosted by RCS at Todd Grove Park, August 24th, 10am-2pm. This will provide prospective students with information on how to make a transition to our college and utilize their veteran benefits.

Director Anastasia Simpson-Logg and Admissions & Records Specialist Marianna Cooper attended the **WAVES conference** in July. WAVES is a conference designed to provide training to staff working with Veterans and Dependents using educational benefits. The conference provided valuable federal regulation updates, opportunities to work with VA representatives, as well as opportunities to network with professionals that serve this population.

Director Anastasia Simpson-Logg and Admissions & Records Specialist Marianna Cooper attended the **NAFSA National Conference** at the end of May. The conference provides specific training as well as numerous workshops for professionals that work with international students and study abroad students. Both staff gained skills through participation in pre-conference workshops and returned with exciting ideas for serving the current international student population and encouraging admission of new international students.

The **First Year Institute** (FYI) has over 140 students that have accepted enrollment into the program for the upcoming academic year. The program has a yearly target of serving 100 new students, which has been exceeded every year. Now entering its third cohort and fourth year of a five year grant, FYI has significantly enhanced the access and success of our first year students.

In the 2018-2019 academic year, the Admissions & Records, Financial Aid and Counseling offices provided **extended hours** for students. In order to accommodate students who are not able to visit during the normal 8am-5pm office hours, those offices extended their hours until 7pm on Tuesday and Wednesdays. This accommodation will once again be provided to students in the 2019-2020 academic year.

The Counseling department is maintaining a relationship that was solidified last year with both **Mendocino and Lake County Offices of Education Counselor and Advisor Networks** (CAN) groups. Moving forward, tentative schedules have been proposed for the 2019-20 school year, ensuring that Mendocino College will be represented at these regularly scheduled meetings to collaborate and share relevant information important to both K-12 and Higher Ed and the communities we serve.

Over the past year, Mendocino College has been working to expand services to **incarcerated adults** in Mendocino and Lake County jails. A strong working relationship has been established with the Mendocino County Sheriff's Department and their Inmate Service Coordinator William Feather. Through this partnership, we have been exploring ways to expand our services to inmates, which includes providing inmates with course options and corresponding student services. Additionally, we are currently working to initiate similar services for inmates in Lake County. Lake Center Director Judy Kanavle has taken the lead to establish a working relationship with Captain Taylor at the Lake County Jail. The workgroup tackling this task includes: Dean Dennis Aseltyne, Judy Kanavle, Counselor Apryl Guisasola, William Feather and Dean Antonio Lopez. The workgroup intends to

include additional agencies in the mix that may be able to collaborate to grow and develop services further.

The college continues to plan for PG&E's **Public Safety Power Shutoff** (PSPS) program. Should PG&E turn off power due to expected hazardous weather conditions, the college will have to shut down campus facilities. We have developed a schedule of employees who will be expected to provide fire watch at any location without power. The fire watch is necessary because our building fire alarms will not operate without power. Those on duty will ensure no one enters any buildings and will alert the fire department of any signs of fire. We hope not to have to implement the plan, but will be prepared if necessary.

Past Events

The 9th **Annual Dan Drew Memorial Golf Tournament** was held on August 2nd at the Ukiah Golf Course. Congratulations to Athletic Director Gordon on another excellent turnout! We are so thankful to all of our generous donors, the boosters, and our staff who always make it a great event. We were lucky to have former employee Rose Hernandez serving up her famous tacos at hole 14, while Sid Harper from Savings Bank generously donated his time to BBQ and serve our participants at the end of the event during the awards ceremony.

The Mendocino Computer Science Program hosted a free **CyberCamp** July 29-Aug 2 for local middle and high school students. The CyberCamp curriculum was provided by the Air Force as part of the Cyber Patriot Program (<https://www.uscyberpatriot.org>). The CyberCamp was a week-long introduction to CyberSecurity and CyberPatriot with a different module each of the five days including: career opportunities, ethics, online safety, Ubuntu 16 terminology and concepts, and more. The camp was full with 21 students attending the weeklong event.

Mendocino College MESA (Math, Engineering, Science, Achievement) hosted a **Summer Math Institute** August 5 – 8. The four-day short course is designed to prepare students for their next math class by forming small study groups and providing extra help from tutors and instructors. The courses covered included Applied Math, Statistics, Algebra II, and Trigonometry.

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

SYNOPSIS:

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

RECOMMENDATION:

The Interim 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
Bishop	Elaine	Instructional Aide I	Lake/CTE	7/1/2019	6/19/2020
Garcia	Jesse	Center Assistant	North County Center	7/1/2019	8/16/2019
Heiartz-Martin	Emilyann	Office Assistant I	Lake Center	6/21/2019	12/31/2019
Johnson	Richard	Instructional Aide I	Lake/CTE	7/1/2019	6/19/2020
Lavron	Nicholas	Security/Utility Worker	Facilities	8/15/2019	6/20/2020
Lopez	Paola	Outreach/Support Specialist	Adult Education	7/1/2019	6/30/2020
Martinez	Chantell	Outreach Specialist	Student Services	8/16/2019	6/19/2020
Muniz	Yasmin	EOPS/CARE assistant	EOPS/CARE	6/20/2019	12/19/2019
Sanchez	Jessica	Learning Center Assistant	Learning Center	6/20/2019	8/16/2019
Schwarm	Crystal	Student Services Specialist	Counseling	7/1/2019	6/19/2020
Thompson	Jessica	Gallery Technician	Art/Gallery	8/1/2019	12/13/2019
Van Wyhe	Tereise	Administrative Assistant I	CWEE	8/16/2019	5/22/2020
Whipple	Monica	Administrative Assistant I	Adult Education	7/1/2019	6/30/2020

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
Baker	Margaret	Tutor	MESA	8/1/2019	8/8/2019
Caveney	Marisa	Tutor	MESA	8/1/2019	8/8/2019
Ceja Flores	Ismael	Tutor	HSI/FYI	7/15/2019	8/30/2019
Cisneros	Christopher	Tutor	Learning Center	8/12/2019	6/19/2020
Estrada	Eduardo	Tutor	HSI/FYI	7/15/2019	6/30/2020
Hernandez	Jorge	Tutor	MESA	8/1/2019	8/8/2019
Holmes	Kailey	Tutor	Learning Center	8/12/2019	6/19/2020
Jacinto	Vanessa	Assistant Teacher	Child Development Ctr.	8/12/2019	6/19/2020
Nunez-Mendoza	Juan	Tutor	HSI/FYI	7/15/2019	6/30/2020
Rall	Paloma	Tutor	Learning Center	8/12/2019	6/19/2020
Thomson	Jobe	Tutor	Learning Center	7/8/2019	7/25/2019
Turner	Hayden	Tutor	MESA	8/1/2019	8/8/2019
Vasquez	Iris	Tutor	HSI/FYI	7/15/2019	6/30/2020
Vasquez	Iris	Tutor	HEP	7/1/2019	12/31/2019

SUBJECT: EMPLOYMENT – PART-TIME FACULTY

SYNOPSIS:

Employment of Part-Time Faculty for the Fall 2019 semester.

RECOMMENDATION:

The Interim 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 Fall 2019 semester as presented pending receipt of all necessary employment eligibility requirements.

EMPLOYMENT – PART-TIME FACULTY FALL 2019 SEMESTER		
Name	Position	Location
Accurso, Rebecca	Counselor, Part-Time Hourly	Lake Center
Aguirre, Larry	Health-Transfer Instructor	Ukiah
Antonenko, Elena	Business Instructor	Ukiah
Bhandari, Keshab	Computer Science Instructor	Online
Cantrell, Tatiana	Child Development Instructor	Ukiah
Castillo, Guillermo	Education Instructor	Online
Davis-Lawler, Rebecca	History Instructor	Lake Center
Dease, Melanie	Counselor, Part-Time Hourly	Ukiah
Dewey, Christopher	Administration of Justice Instructor	Online
Diaz Gutierrez, Salvador	History Instructor	Ukiah
Dursteler, Katrena	Child Development Instructor	Ukiah
Eubank, Clay	Fire Science Instructor	Boonville/Anderson Valley
Ewing, Stefani	Career and College Success	Boonville/Anderson Valley
Finch, Allison	Librarian, Part-Time Hourly	Ukiah
Gallegos, Miriam	Basic Skills Instructor Non-Credit	Ukiah
Gonsalves, David	Counselor, Part-Time Hourly	Ukiah
Griffiths, Katrina	Library Instructor	Ukiah
Henderson, Larann	Human Services Instructor	Ukiah
Hernandez, Jose	Athletics	Ukiah
Hittle, Ben	Sustainable Const. & Energy Technology Instructor	Lake Center
Hittle, Ben	Sustainable Const. & Energy Technology Instructor	Ukiah
Holl, Merie	EOPS Counselor, Part-Time Hourly	Ukiah
Holt, Paul	Business Instructor	Lake Center
Kendl, Andrew	Administration of Justice Instructor	Fort Bragg
Klimist-Zingo, Martha	Political Science Instructor	Online
Klimist-Zingo, Martha	Political Science Instructor	Ukiah
Kyne, Lucy	English Instructor	Ukiah
Martinez, Chantell	Administration of Justice Instructor	Ukiah
McKinney, William	Art - Ceramics Instructor	Ukiah
Molina, Blancandrea	Psychology Instructor	Lake Center
Mondfrans, Wendy	Administration of Justice Instructor	Lake Center
Obenyah, Christina	Nursing - Registered Nursing Instructor	Ukiah
Olson, Menaka	Communications Instructor	Ukiah
O'Neill, Benjamin	Fire Science Instructor	Ukiah
Ott, Gabriel	Athletics	Ukiah
Parrott, Medie	Nursing - Registered Nursing Instructor	Ukiah
Pratt, Michael	Automotive Technology Instructor	Ukiah
Reed, Virginia	Theatre Arts - Acting Instructor	Fort Bragg
Rosales, Gladis	Basic Skills Instructor Non-Credit	Ukiah
Samota, Susan	Counselor, Part-Time Hourly	Ukiah
Shirako, Anne	Librarian, Part-Time Hourly	Ukiah
Turner, Lisa	English Instructor	Ukiah
Weber, David	Computer Science Instructor	Online
Welch, Diane	Psychology Instructor	Online

SUBJECT: VOLUNTEERS

SYNOPSIS:

Approval of volunteers

RECOMMENDATION:

The Interim 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>	<i>Assignment Dates</i>
Atherton, Melissa	Softball assist in providing coaching instruction for the fall program	08/21/19 – 12/15/19
Bowers, Arianna	Softball assist in providing coaching instruction for the fall program	08/21/19 – 12/15/19
Brown, Darrin	Assist with game strategies when needed, attend practices and home games and sit on the bench with the team.	08-15-19 – 11/15/19
Harmon, Racheal	Softball assist in providing coaching instruction for the fall program	8/15/2019 - 12/15/2019
Hilliard, Richard	Perform VA work study duties in the Veteran Resource Center (VRC), to include: assisting students with matriculation processes, maintaining VRC, clerical support to School Certifying Officials, assisting with events that serve and honor veterans, dependents, and military families.	8/15/2019 – 12/13/2019
Pickle, Gary	Softball assist in providing coaching instruction for our fall program	8/21/2019 - 12/15/2019
Pratt, Austin	Perform VA work study duties in the Veteran Resource Center (VRC), to include: assisting students with matriculation processes, maintaining VRC, clerical support to School Certifying Officials, assisting with events that serve and honor veterans, dependents, and military families.	8/15/2019 – 12/13/2019
Smallcomb, Katerina	Softball assist in providing coaching instruction for our fall program	8/21/2019 - 12/15/2019

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 a Career Center Specialist and Administrative Assistant II.

RECOMMENDATION:

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

ANALYSIS:

Lauren Simmonds
Career Center Specialist
Effective: September 9, 2019

Yolanda Vazquez
Administrative Assistant II
Effective: September 1, 2019

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Lauren Simmonds, Career Center Specialist, effective September 9, 2019; and Yolanda Vazquez, Administrative Assistant II, effective September 1, 2019, pending receipt of all necessary employment eligibility requirements.

SUBJECT: EMPLOYMENT – MANAGEMENT/SUPERVISORY/CONFIDENTIAL

SYNOPSIS:

Employment of North County Center Supervisor

RECOMMENDATION:

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

ANALYSIS:

Rose Mehtlan
North County Center Operations Supervisor
Effective: August 19, 2019

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby employs Rose Mehtlan, North County Center Operations Supervisor, effective August 19, 2019; pending receipt of all necessary employment eligibility requirements.

SUBJECT: RESIGNATION – FULL-TIME FACULTY – NON-TENURE TRACK –
CATEGORICALLY FUNDED

SYNOPSIS:

Resignation – Full Time CAMP Counselor

RECOMMENDATION:

The Interim Superintendent/President recommends this item be ratified as presented.

ANALYSIS:

Lidia Sanchez
Full-time Faculty, CAMP
Categorically funded
Effective: August 1, 2019

Reference Board Policy 7350, Resignations

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College Board of Trustees hereby ratifies the resignation of Lidia Sanchez, Full-Time Faculty, CAMP, Categorically funded, effective August 1, 2019.

ITEM NO: 4.7

DATE: August 14, 2019

SUBJECT: RESIGNATION/RETIREMENT - CLASSIFIED

SYNOPSIS:

Resignation/Retirement – Classified

RECOMMENDATION:

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

ANALYSIS:

Kimberly Pinson
Financial Aid Technician
Effective: August 5, 2019

Reference Board Policy 7350, Resignations

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the retirement of Kimberly Pinson, Financial Aid Technician effective August 5, 2019.

ITEM NO: 5.1

DATE: August 14, 2019

SUBJECT: FISCAL REPORT AS OF JUNE 30, 2019

SYNOPSIS:

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

RECOMMENDATION:

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

ANALYSIS:

The fiscal report as of June 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 June 30, 2019

Not Final
Subject to change due to
18/19 Closing Transactions

	2018/19 Working Budget	Year-to-date Actuals	Balance	% Rec/Exp
REVENUE				
	Beginning Fund Balance	6,794,482		
FEDERAL	Federal Forest Reserve	16,000	\$32,543	-16,543 203%
	CAMP	522,925	415,587	107,338 79%
	PELL Grant Administration	7,500	6,510	990 87%
	HEP	737,762	425,847	311,915 58%
	HSI	855,370	677,385	177,985 79%
	CTEA	179,433	41,377	138,056 23%
	Other Federal Revenue	50,254	42,346	7,908 0%
	TOTAL FEDERAL SOURCES	2,369,244	\$1,641,595	\$727,649 69%
STATE	State General Apportionment	10,528,099	\$9,665,525	\$862,574 92%
	Education Protection Account	2,722,339	\$2,711,143	\$11,196 100%
	Board of Governors Grant	43,419	43,419	0 100%
	Student Equity and Achievement	1,964,877	1,964,877	0 100%
	Part-time Faculty Office Hours	7,000	9,000	-2,000 129%
	Part-time Faculty Compensation	87,694	87,183	511 99%
	Prop 39 Work Force Grant	1,309,437	1,309,437	0 100%
	AEBG Adult Education Block Grant	1,931,328	1,931,328	0 100%
	CTE Strong Workforce Program	1,685,870	1,628,307	57,563 97%
	Other Categorical Apportionments	284,578	264,976	19,602 93%
	TANF	42,692	22,200	20,492 52%
	DSPS	385,466	385,466	0 100%
	CALWORKS	222,972	222,972	0 100%
	BFAP	181,124	181,124	0 100%
	EOPS	576,265	576,265	0 100%
	EOPS CARE	63,560	63,560	0 100%
	MESA	90,016	54,592	35,424 61%
	Other Categorical Program Allowances	444,464	376,304	68,160 85%
	State Subventions	211,829	258,178	-46,349 122%
	Lottery	510,612	458,058	52,554 90%
	Mandated Cost Reimbursements	73,473	73,473	0 100%
	Other State Revenue	316,063	81,078	234,985 26%
	TOTAL STATE SOURCES	23,683,177	\$22,368,465	\$1,314,712 94%
LOCAL	Property Taxes	8,902,871	\$9,651,071	-\$748,200 108%
	Local Contributions/Grants/Donations	172,674	168,152	4,522 97%
	Contract Instructional Services	21,000	20,280	720 97%
	Rents/Leases (Facilities Use)	92,286	103,077	-10,791 112%
	Interest	75,000	85,672	-10,672 114%
	Community Extension	8,000	2,263	5,737 28%
	Student Fees	1,101,551	1,142,546	-40,995 104%
	Bookstore Commission	30,000	0	30,000 0%
	Other Local Revenue	411,114	951,463	-540,349 231%
	TOTAL LOCAL SOURCES	10,814,496	\$12,124,524	-\$1,310,028 112%
TOTAL REVENUES		36,866,917	\$36,134,584	\$732,333 98%
TOTAL RESOURCES AVAILABLE		43,661,399		
EXPENDITURES				
	Certificated Salaries	12,180,336	\$11,638,680	\$541,656 96%
	Classified Salaries	6,842,833	6,551,023	291,810 96%
	Benefits	7,129,449	7,480,838	-351,389 105%
	Subtotal Personnel Costs	26,152,618	\$25,670,541	\$482,077 98%
	Supplies	1,600,541	\$1,056,088	\$544,453 66%
	Services	6,009,584	4,023,846	1,985,738 67%
	Capital Outlay	1,671,909	1,394,330	277,579 83%
	Transfers/Other Outgo	2,079,858	1,919,267	160,591 92%
	TOTAL EXPENDITURES	37,514,510	\$34,064,072	\$3,450,438 91%
	Ending Fund Balance	6,146,889		
TOTAL EXPENDITURES/CONTINGENCY		43,661,399		

SUBJECT: DONATIONS

SYNOPSIS:

Acceptance of donations to Mendocino College as follows:

1998 Toyota Camry donated by Ron Epstein
2002 Toyota Prius donated by Joe Langstaff

RECOMMENDATION:

The Interim Superintendent/President recommends acceptance of these donations.

ANALYSIS:

The automobiles are being donated to Mendocino College for the Auto Tech Club. They 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 each donor.

Reference Board Policy 609, Donations and Gifts

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby accepts the above donations to Mendocino College by Ron Epstein and Joe Langstaff.

SUBJECT: MENDOCINO COLLEGE 2019-2020 CATALOG

SYNOPSIS:

Board of Trustees approval is requested for the 2019/2020 Mendocino College catalog.

RECOMMENDATION:

The Interim Superintendent/President recommends approval of the 2019/2020 Mendocino College catalog as presented.

ANALYSIS:

The catalog reflects all course and program additions, modifications and revisions approved by the Curriculum Committee. Each year the catalog is revised and updated to reflect these changes.

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the 2019/2020 Mendocino College catalog.

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: RECOMMENDATION FOR COMPENSATION – INTERIM
SUPERINTENDENT/PRESIDENT

SYNOPSIS:

The Board will discuss recommendations for compensation for Eileen Cichocki to serve as the Interim Superintendent/President from August 3, 2019 through June 30, 2021.

RECOMMENDATION:

To be determined at the meeting.

ANALYSIS:

With the recent resignation of the Mendocino College Superintendent/President and the completion of a formal, in-house application for promotion process; the Governing Board voted on July 24, 2019 to select Eileen Cichocki to serve as the Interim Superintendent/President through June 30, 2021. As the Interim Superintendent/President, Ms. Cichocki will be employed by contract.

While serving as the Interim Superintendent/President, only the terms of this Interim Superintendent/President agreement shall govern. Upon the termination of this agreement for any reason, the Interim Superintendent/President shall return to her position as Assistant Superintendent/Vice President of Administrative Services for the remainder of the term of that contract and pursuant to the terms and conditions of that contract.

The Board of Trustees has appointed Trustee Pinoli as the agency negotiator. A discussion of compensation will take place during the meeting.

Reference Board Policy 211, Employment of Superintendent

MOTION/ACTION:

To be determined at the meeting.

SUBJECT: CONTRACTS AND AGREEMENTS – QUARTERLY RATIFICATION

SYNOPSIS:

Board of Trustees review and ratification of contracts and agreements for goods and services for the April 1, 2019 through June 30, 2019 quarter of fiscal year 2018/2019.

RECOMMENDATION:

The Interim Superintendent/President recommends that the Board of Trustees review and ratify those 2018/2019 contracts and agreements which have been approved at the administrative level, as presented in the attached summary document.

ANALYSIS:

In accordance with Education Code Sections 85230-85233, the Board of Trustees may choose to delegate authority to sign contracts and agreements on behalf of the District. Historically the Mendocino-Lake Community College District Board of Trustees has delegated such authority to the Superintendent/President and the Vice President of Administrative Services by Board resolution. This agenda item provides, in summary form, a compilation of those contracts and agreements that have administrative approval for the current fiscal year.

Reference Board Policy 6340, Bids and Contracts

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does ratify the contracts and agreements as provided on the attached compilation.

Contract/Agreement	Income or <Expense>	Responsible VP
<u>Butte County Office of Education/Migrant Education Region 2</u>	\$5,710	Debra Polak
June and July 2019		
<i>Summer Adelante Program for migrant students.</i>		
<u>eHealthScreenings</u>	<\$500>	Eileen Cichocki
April 1, 2019 to April 1, 2021	approximate	
<i>Annual wellness health screening for staff covered by Health Benefits Plan.</i>		
<u>Instructure</u>	\$0	Eileen Cichocki
July 1, 2019 through June 30, 2020.		
<i>Annual subscription for Canvas Cloud Subscription for online classes.</i>		
<u>County of Lake</u>	\$0	Debra Polak
April 1, 2019 through June 30, 2020		
<i>Collaboration with Lake County Jail to offer Corrections to College Program to incarcerated persons.</i>		
<u>Lake Transit Authority</u>	\$0	Ulises Velasco
July 1, 2019 through June 30, 2020		
<i>Public transportation service in Lake and Mendocino counties for Mendocino College students</i>		
<u>County of Mendocino</u>	\$24,900	Debra Polak
July 1, 2019 through June 30, 2020		
<i>Contract Education trainings for Professional Skills Development for Health and Human Services Agency (HHSA) Employment and Family Assistance Services (EFAS) employees.</i>		
<u>NaphCare, Inc., and Mendocino County Sheriff's Office</u>	\$0	Eileen Cichocki
April 4, 2019 to April 4, 2020		
<i>Clinical experience for Registered Nursing student at the Mendocino County Sheriff's Jail.</i>		
<u>Quest Technology Management</u>	<\$2,160>	Eileen Cichocki
July 1, 2019 through June 30, 2022	annually	
<i>Offsite backup for District network.</i>		
<u>Successor Agency to the Ukiah Redevelopment Agency</u>	Unknown	Eileen Cichocki
April 3, 2019 until terminated		
<i>Address the allocation of certain prospective revenues among the taxing entities that share in the property tax base for property located within the Ukiah Redevelopment Project Area formerly administered by the Ukiah Redevelopment Agency.</i>		
<u>Three Rivers Charter School</u>	\$46,907	Debra Polak
July 1, 2019 through June 30, 2020		
<i>Lease of classroom space at Coast Center.</i>		
<u>Ukiah Unified School District</u>	<\$10,000>	Debra Polak
July 1, 2019 through December 31, 2019	not to exceed	
<i>Supplemental time worked by Christy Smith to support MLACE consortium until Director of MLACE position is filled.</i>		

SUBJECT: 2019/2020 APPROPRIATION LIMIT – RESOLUTION 08-19-01

SYNOPSIS:

Board of Trustees adoption of the 2019/2020 Appropriation Limit.

RECOMMENDATION:

The Interim Superintendent/President recommends the adoption of the attached proposed Board Resolution No. 08-19-01, Appropriation Limit for 2019/2020.

ANALYSIS:

The District is required under Article XIII-B of the State Constitution and Government Code Section 7900 et seq. to compute an annual appropriation limit. Government Code Section 7908(c) requires each community college district to report to the Chancellor of the California Community Colleges at least annually this appropriation limit, appropriations subject to limit, the amount of state aid apportionments and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit.

All districts are required to calculate appropriate limits based on data supplied by the California Community Colleges Chancellor's Office. The 2019/2020 limit calculation is provided on the attached worksheet.

This limit is also commonly known as Proposition 4 or the Gann Limit. The appropriation limit for fiscal year 2019/2020 is \$37,735,568 and appropriations subject to limit is \$23,018,655.

Reference Board Policy 6200, Budget Preparation

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby adopt attached Resolution No. 08-19-01 establishing the Mendocino-Lake Community College District's Appropriation Limit for fiscal year 2019/2020 at \$37,735,568.

RESOLUTION NO. 08-19-01
MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
APPROPRIATION LIMIT FOR 2019/2020

BE IT HEREBY RESOLVED that the Board of Trustees of the Mendocino-Lake Community College District, in compliance with Article XIII-B of the State Constitution and Government Code Section 7900 et seq. established its 2019/2020 Appropriation Limit to be \$37,735,568.

BE IT FURTHER RESOLVED that the actual appropriations for the 2019/2020 fiscal year does not exceed this limit, that supporting documentation will be made available to the public for its review, and that any action to set aside this action pursuant to Government Code Section 7910 shall be filed with the Superintendent/President of the District within 60 days of the adoption of the resolution.

ADOPTED this 14th day of August 2019.

AYES _____ NAYES _____ ABSENTIONS _____ ABSENT _____

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

Eileen Cichocki, Secretary
Board of Trustees

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
Fiscal Year 2019-20

DISTRICT: Mendocino-Lake Community College District
DATE: August 14, 2019

I. 2019-20 Appropriations Limit:		
A. 2018-19 Appropriations Limit		\$ 31,233,117
B. 2019-20 Price Factor:	1.0385	
C. Population factor:		
1 2017-18 Second Period Actual FTES	2,485.5700	
2 2018-19 Second Period Actual FTES	2,891.6400	
3 2019-20 Population change factor	1.1634	
(line C.2. divided by line C.1.)		
D. 2018-19 Limit adjusted by inflation and population factors		\$ 37,735,568
(line A multiplied by line B and line C.3.)		
E. Adjustments to increase limit:		
1 Transfers in of financial responsibility		
2 Temporary voter approved increases		
3 Total adjustments - increase		-
F. Adjustments to decrease limit:		
1 Transfers out of financial responsibility		
2 Temporary voter approved increases		
3 Total adjustments - decrease		-
G. 2019-20 Appropriations Limit		\$ 37,735,568
II. 2019-20 Appropriations Subject to Limit:		
A. State Aid ¹		\$ 13,903,955
B. State Subventions ²		211,829
C. Local Property taxes		8,902,871
D. Estimated excess Debt Service taxes		
E. Estimated Parcel taxes, Square Foot taxes, etc.		
F. Interest on proceeds of taxes		
G. Less: Costs for Unreimbursed Mandates ³		
H. 2019-20 Appropriations Subject to Limit		\$ 23,018,655

¹ General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue

² Home Owners Property Tax Relief, Timber Yield Tax, etc...

³ Local Appropriations for Unreimbursed State, Court, and Federal Mandates

SUBJECT: CONSIDERATION OF GRIEVANCE FROM PART-TIME FACULTY
MEMBER RE: MENDOCINO PART-TIME FACULTY ASSOCIATION
AGREEMENT, ARTICLE 4.1.3

SYNOPSIS:

A grievance from part-time faculty member Melissa Timmen is presented to the Board of Trustees for consideration.

RECOMMENDATION:

The Interim Superintendent/President recommends that the Board of Trustees deny the grievance appeal as presented.

ANALYSIS:

Part-time faculty member, Ms. Timmen, filed a formal grievance after being notified that she would not be receiving an assignment for the Fall 2019 semester.

Dean Montes denied the Level I grievance on April 16, 2019, included in Exhibit C attached.

Vice President Polak denied the Level II grievance on April 30, 2019, included in Exhibit K attached.

Superintendent/President Reyes denied the Level III grievance on May 23, 2019, included in Exhibit M attached.

On June 26, 2019, the grievant, a union representative and college administration participated in Level IV Mediation in an attempt to resolve the grievance. Mediation, facilitated by a mediator from the California State Mediation and Conciliation Service, was unsuccessful.

On July 3, 2019 a union representative, on behalf of the grievant, requested a Level VI Board of Trustees without Advisory Arbitration appeal. The grievant requested her grievance be heard in open session at the August 14, 2019 Board of Trustees Meeting.

On July 24, 2019, the Board of Trustees decided to base its decision solely on the written record, per 14.4.6.B.2 of the collective bargaining agreement.

Attached is the packet of written record from the grievant which includes multiple exhibits, A through N. Exhibit B as received from the grievant included student information that is protected by the Family Educational Rights and Privacy Act (FERPA). That protected information has been redacted from the class roster provided by the grievant.

Also attached is the response to the Level VI Grievance from Interim Superintendent/President Cichocki which details how the District has acted in accordance with Article 4 of the contract with the Mendocino Part-time Faculty Association.

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

To be determined at the meeting.

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

YOUR COMMUNITY. YOUR COLLEGE. YOUR SUCCESS.

August 1, 2019

To: Mendocino Lake Community College District (MLCCD) Board of Trustees

From: Eileen Cichocki, Interim Superintendent/President MLCCD .

Re: Response to Level VI Grievance, Melissa Timmen

Melissa Timmen began the formal grievance process on April 12, 2019 after being notified that she would not be receiving a Fall 2019 teaching assignment. Through each level of the grievance process, the District has maintained that assignments to part-time faculty were made “within the parameters set forth in” article 4 as required by the current Collective Bargaining Agreement (CBA) between MLCCD and the Mendocino Part-Time Faculty Association (MPFA).

Ms. Timmen accurately identifies her teaching history for Mendocino College. In fact, she has consistently taught sections of English 10 and 12 since Spring 2011. English 10 and 12 are remedial English courses and have been discontinued. Recent legislation now prohibits colleges from requiring courses more than one level below transfer level English (English 200).¹ Accordingly, Summer of 2018 was the last term English 10 was offered and Summer 2019 was the last term English 12 was offered. The legislation and its implications are well known on campus and, in particular, to the English and Math departments. Ms. Timmen’s grievance asserts that she should be assigned English 200 in lieu of her usual assignment of remedial English courses.

Ms. Timmen did teach one section of English 200 during the Fall 2018 semester. This was not an entirely successful experience. Even the evidence Ms. Timmen provided in her Exhibit B shows a syllabus with handwritten notes indicating changes made to the grading system during the final weeks of the semester. This and other serious issues were brought to the attention of the Dean of Instruction, Rebecca Montes by student complaints. Dean Montes met with Ms. Timmen at the time to discuss the complaints, and she was not offered an English 200 section in the next semester—Spring 2019. There was no opportunity to include this experience in a formal evaluation as Ms. Timmen was not being evaluated in this courses during the semester she taught it.

In her grievance, Ms. Timmen refers to several parts of Article 4 of the CBA. In section 4.1 the CBA states that “In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters.” While Ms. Timmen has taught one section of English 200, there are many other faculty who have as well. This section does not guide the district in distinguishing between multiple part-time faculty who have taught the course when there are limited sections to assign.

¹ AB 705 similarly significantly affects remedial mathematics offerings.

However, the more relevant language in the contract, also referred to by Ms. Timmen, is in section 4.1.3:

The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria:

- a) Most recent evaluation
- b) Date of hire and course history
- c) Qualifications
- d) Availability

There is no hierarchy suggested in considering these criteria. Ms. Timmen's grievance ignores two important criteria: course history and qualifications. While she may have an earlier hire date than some of the part-time faculty in the English department, she has only taught one section of English 200. On the main campus, where Ms. Timmen has been teaching most recently, all of the English 200 sections except one are being assigned to full-time faculty. The one part-time faculty with an English 200 assignment has an earlier start date than Ms. Timmen. When Dean Montes pointed this out in her response to the Level I grievance, Ms. Timmen insisted that she should have been assigned a section at one of our centers. While she may have an earlier hire date than some of the part-time faculty at the centers, they have all taught a greater number of sections of English 200 and have been more successful. Again, there is no hierarchy suggested in considering the criteria in Article 4.1.3 cited above. The district considered all of the criteria above in making assignments to part-time faculty; Ms. Timmen's grievance focuses only on date of hire.

The opening sentence of Article 4—Assignments states that "The District retains the right of assignment within the parameters set forth in this article." The District has acted in accordance with Article 4 and has made decisions about assignments of courses that have carefully considered all of the criteria in order to best serve students with quality instruction.

Written record
from the
Grievant

July 3, 2019

To: Arturo Reyes, Superintendent/President, Mendocino College
Debra Polak, Vice President, Academic Affairs
Mendocino College Board of Trustees

From: George Young, California Teachers Association Regional UniServ Staff representing Melissa Timmen as a member of the Mendocino Part-time Faculty Association

I write on behalf of Melissa Timmen. Per article 14.4.4 of the Collective Bargaining Agreement (CBA/contract) between the Mendocino College Part-time Faculty Association, CCA/CTA/NEA (MPFA) and the Board of Trustees of the Mendocino-Lake Community College District (District), and as a result of not resolving the grievance with the assistance of a mediator, Ms. Timmen hereby moves her grievance to the Board Level without advisory arbitration. Per Article 14.4.6.B.1, she would like to have her grievance heard in open session at the August 14, 2019 Board meeting. She would prefer to be present and have a hearing on the matter; however, she is aware that according to 14.4.6.B.2 it is ultimately the Board's decision whether to consider this "appeal based solely upon the written record" or to have the grievant attend for "a hearing on the matter." Should the Board choose to base their decision solely on the written record, please consider this (below and attached) Ms. Timmen's account for that record.

The pertinent facts are as follows:

On or about March 31, 2019, Ms. Timmen was informed that she would not be assigned any classes for the Fall 2019 semester. (see Exhibit A – Notification of Intention Not to Re-Hire for Next Semester) For many years, Ms. Timmen has taught English 10 – Reading and Writing and English 12 – Intermediate Reading and Writing. Ms. Timmen understood that those classes were no longer going to be offered by the college; however, she was also previously assigned an English 200 – Reading and Composition class in the Fall of 2018, and those English 200 classes were and are still being offered. The English 200 class taught by Ms. Timmen in Fall 2018 was an add-on and does not show on the Class Schedule for the semester; however, the class syllabus and class roster are attached as evidence that she does indeed have the course history. (Exhibit B)

According to Article 4 – Assignments of the CBA (see Exhibit C attached):

- 4.1 In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner.

While the English 10 and 12 classes were no longer being offered, Ms. Timmen had "previously taught" English 200. She meets the qualifications, has excellent evaluations, and by all accounts is an excellent employee.

Furthermore, we may look at Article 4.1.3:

- 4.1.3 The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria:

- a. Most recent evaluation
- b. Date of hire and course history
- c. Qualifications
- d. Availability

Ms. Timmen had completed the Availability Form; no one at the college has ever argued otherwise. Similarly, no one at the college has ever argued that her most recent evaluation isn't excellent. As you can see from the attached seniority list for part-time English instructors (Exhibit D), Ms. Timmen began with the college in Spring 2011. She has course history, having taught English 200 in Fall 2018. Her qualifications are excellent. She has made it clear that she is available.

Based on the above, Ms. Timmen met with Rebecca Montes, Dean of Instruction, on April 12, 2019 for an informal discussion of her grievance for not being properly assigned classes. When that informal discussion did not bear fruit, Ms. Timmen formally filed the grievance in writing that same day, April 12th. (see Exhibit E – Statement of Grievance Form)

On April 16, 2019, Ms. Montes responded, stating that “only one Ukiah section of ENG 200 was assigned to an adjunct instructor in the fall. That section was assigned to an individual who has previously taught ENG 200 and has been employed by the college longer than Ms. Timmen. Therefore, the grievance is denied.” (Exhibit F)

As evidenced by Exhibit G, the Ukiah Campus Fall 2019 schedule, this is true on its face. All English 200 classes are being taught by full-time instructors (see list of full-time instructors attached as Exhibit H) except for Section 309, which is being taught by the more senior Mr. Dwyer (see part-time English Department seniority list, Exhibit D) who began in Fall 2010 as compared to Ms. Timmen's Spring 2011 start. However, Ms. Timmen has made it clear throughout that she is willing to teach at any of the Mendocino College campuses. If you compare the Class Schedules for the other campuses (Exhibit I) for Fall 2019 and the part-time seniority list (Exhibit D), you will find that four (4) less senior part-time instructors have been assigned English 200 classes: Bailey (Fall 2018), Locascio (Fall 2018), Metzger (Spring 2018), and Shepherd (Fall 2018). Hellman at the Coast Center is, in fact, more senior (Fall 2008).

Willing to teach at any center where classes were available (and having previously taught at the North County campus several times over the years at the very least), Ms. Timmen continued the grievance (see Exhibit J) at the next level by writing to Vice-President Debra Polak.

Ms. Polak argues in her response (Exhibit K) that “those sections were assigned to instructors who have been teaching English 200 for more semesters than she has in alignment with the requirements of the Collective Bargaining Agreement.” However, the language about teaching “more semesters” isn't anywhere in the CBA and doesn't make sense when you look at the language of the contract and the Intention Not to Rehire as a whole. The statement that assigning those classes to other instructors is “in alignment with the requirements of the Collective Bargaining Agreement” is simply not supported for a number of reasons:

- 1) Article 4.1 reads “unit members who have previously taught a course will be given preference...” It does not read *who have previously taught a course more often*.
- 2) Article 4.1.3 reads “course history” and not more course history.

3) Article 4.2 reads:

For purposes of implementing 4.1, the District shall maintain a data base of unit members who taught for the District on a part-time basis within the previous four semesters, indicating courses taught for the District and the minimum qualifications/equivalencies recognized by the District. This information will be available on the portal. It is the responsibility of the unit member to notify Human Resources regarding any incorrect information.

This is very clear. When implementing Article 4.1 and assigning classes, the District must have a list of who taught any specific course in the last four semesters. That is the instructor's course history. The language of Article 4.2 again does not apply any relevance to who may have taught a course more often—only that they had taught it.

4) Even Article 4.3, dealing with unfilled assignments after following Article 4.1, uses language making it clear that previously teaching a course for the District is the important factor. It reads:

For part-time assignments which remain unfilled after following 4.1, the District will then consider unit members who have not previously taught a specific course for the District but possess the appropriate minimum qualifications or equivalencies recognized by the District. These individuals will be considered along with the current applicant pool, prior to advertising the assignment.

Again it is clear that previously teaching a course is the significant factor in assignment under Article 4.1, and not previously teaching a course more than others may have taught it.

5) Even the Notification of Intention Not to Re-Hire for Next Semester (Exhibit A) does not have an option for 'Course is being assigned to part-time instructors who have taught the course more often.' Two options were marked on Ms. Timmen's notification. One was "Course(s) previously assigned not offered next semester or no longer being offered." This is true for the English 10 and 12 classes, however, not for the English 200 classes. "Course is being assigned to a full-time faculty member." Since the English 10 and 12 classes were no longer going to be offered, this can only apply to the English 200 classes. It would be irrelevant to the English 10 and 12 classes. As demonstrated, it is true that at the Ukiah Campus most of the English 200 courses were being assigned to full-time faculty. Also, at the Ukiah campus and the Coast campus, English 200 courses were being assigned to more senior part-time instructors as required by Article 4.1.3 of the CBA. Again, however, "courses previously assigned" to Ms. Timmen were and are still being offered next semester—English 200 at other campuses—and were being assigned to less senior unit members. This clearly violates the CBA.

Based on the above reasoning, Ms. Timmen continued the grievance to the Superintendent level (Exhibit L) where Mr. Reyes continued to support Mr. Polak's erroneous interpretation and again denied the grievance (Exhibit M).

Per the CBA, the parties attempted to resolve the issue with the help of a mediator on June 26, 2019 without success.

Subsequently, Ms. Timmen has chosen to forgo advisory arbitration and appeal the Board.

It is unconscionable that a long-time, valued employee such as Ms. Timmen would be treated in this manner and that the CBA should be so purposefully ignored. Based on all of the above, it is clear that Ms. Timmen should have been assigned classes. As remedy, Ms. Timmen requests that she be assigned classes as required for Fall 2019, or that she be paid and treated as though she had been assigned classes, or that she be made whole in coming semesters with not only the assignment of her regular number of classes (two per semester) but extra classes to make up for the loss in Fall 2019, or any other agreement amenable to both parties.

(Article 14 – Grievance Procedure is attached as Exhibit N for reference.)

Cc: Melissa Timmen

EXHIBIT A

EXHIBIT B

English 200
Reading and Composition
Tuesday and Thursday 2:00 – 3:20
Section 0322
Lowery Building, Room 730

Instructor: Melissa Timmen

Phone: PHONE Number Redacted

Email: mtimmen@mendocino.edu

Course Description

English 200 is a foundation course in critical reading and writing skills required of those students intending to transfer to a university. Through **their** reading and discussion of selected prose works, students learn to identify problems, examine possible solutions, recognize unstated assumptions and values, appraise evidence, evaluate arguments, draw inferences, and test conclusions. Through their writing, students learn to analyze, synthesize, organize information logically, and propose original ideas. Lecture three hours per week.

Student Learning Outcomes

Upon satisfactory completion of English 200, students will be able to:

1. Demonstrate the ability to locate academic sources, use them appropriately in a research paper, and cite them using M.L.A. style documentation.
2. Demonstrate proficiency in college-level essays in a variety of rhetorical modes. Final drafts should include a clear, complex thesis statement, rigorous support, minimal sentence-level errors, logical organization, and consistent paragraph unity.
3. Read and evaluate a variety of expository texts and demonstrate the ability to analyze them.

Course Requirements

3 Essays @ 100 each

1 Research Paper @ 200

~~3 Critical Reading Responses @ 50 each~~

15 Journal Responses @ 20 each

~~1 Final Reflection @ 50~~

Final Exam - 200

150
50
200

300 - 3 essays
200 - 1 essay
200 - extra goal
200 - final
900

10 @ 20 = 200

Grading System

Your final grade will be determined by earning the following points:

900 – 1000 = A

899 – 800 = B

799 – 700 = C

699 – 600 = D

599 and below = F

10 Logs = 100
10 prompts = 100
4 essays = 400
Lit essay = 200
Mid Term = 100
700

Materials Required

The Norton Reader 14th Edition

Taipei

Rules For Writers

Melissa Goldthwaite, et al

Tao Lin

Diana Hacker

ISBN 978-0-393-61740-5

ISBN 978-0-307-95017-8

3 Ring Binder for Handouts

2 Pocket folder for Homework

Loose-leaf lined paper

Attendance

Mendocino College's attendance policy states, "a student may be considered excessively absent when the cumulative absences exceed the total number of hours that the class meets during a week." In our case, that is three hours or two classes. If you have a legitimate excuse for missing class, please contact me prior to that session, and I will make arrangements with you to turn in anticipated missed work. I do not accept late work for which no prior arrangements have been made.

Students with Disabilities

If you have a physical, psychiatric/emotional, medical, or learning disability that may impact your ability to carry out the assigned course work, please contact the staff in the Disability Resource Center. The D.R.C. phone number is 707-468-3031, and they are located in room 100 on the Ukiah campus.

Cell Phone Use

Cell phone use in the classroom is strictly prohibited. If you have an emergency, leave the classroom to conduct your business. The only exception to this rule is if I grant permission to use the device for dictionary or thesaurus purposes. There will be absolutely no texting during class. If you violate this policy, there will be disciplinary action.

Academic Honesty

Students are required to adhere to the college's Academic Honesty Guidelines. Students are expected to avoid any type of dishonesty, including but not limited to the following:

1. Plagiarism (copying someone else's sentences or phrases, using another author's ideas without acknowledgement of the source, re-writing a research paper that incorporates significant material from a paper written by another person, submitting a research paper borrowed from another student or commercial use.
2. Cheating, fabrication, duplication of assignments, aiding in dishonesty.

NOTE: I reserve the right to adjust (change) this syllabus based on the needs of the class. Parents should be discouraged from bringing children into classes. (MCPFA Handbook)

Class Roster

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STUDENT INFO REDACTED

Class Roster

25

Course Name and Title	Instructor	Meeting Information	Reg/Await
ENG-200-0322 (0322) Reading and Composition	M. Trymen	08/21/2018-12/13/2018 Lecture Tuesday, Thursday 02:00PM - 03:20PM, Lowery Bldg. Room 730	23 / 2 / 0

STUDENT INFORMATION FROM
CLASS ROSTER: REDACTED

EXHIBIT C

ARTICLE 4 – ASSIGNMENTS

The District retains the right of assignment within the parameters set forth in this article.

- 4.1 In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner.

4.1.1 To facilitate the part-time unit member reemployment process, the District will:

- a. Maintain a list of part-time unit members that includes date of initial hire by the District in any given department.
 - (1) Unit members will maintain their original date of hire until there is a break in service of two consecutive academic years.
- b. Maintain a data base of the courses that have been taught by part-time faculty employed by the District. The District will also maintain a data base of the non-teaching work program areas (such as general counseling, special program counseling, library work) worked by part-time faculty employed by the District.
- c. Maintain a list of the qualifications of each member and the disciplines in which they meet the state minimum qualifications to teach or equivalency as determined by Board Policy 7211.1 in effect July 1, 2017.
- d. Evaluate part-time unit members per Article 13 – Evaluation Procedures.
 - (1) The lack of an evaluation will be the equivalent of a satisfactory evaluation.

4.1.2 Prior to assigning classes or hours to part-time unit members for the upcoming semester/term, the District will:

- a. Request part-time unit members notify the District of their availability for the semester/term being scheduled early enough to complete the scheduling process.
 - (1) The District shall notify all unit members at least one month prior to the development of the schedule for each semester or session. Part

time unit members will then have a minimum of 14 calendar days to complete the online Availability Form to the District.

- (a) If the part time unit member does not return the form prior to the deadline, the District shall consider the unit member unavailable to consider for the current semester/term.

4.1.3 The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria:

- a. Most recent evaluation
- b. Date of hire and course history
- c. Qualifications
- d. Availability

4.1.4 Non-assignment of part time unit members

- a. Part time unit members may not be given an assignment by the District for the following:

(1) One Unsatisfactory evaluation

(2) A Needs Improvement evaluation for two consecutive evaluation cycles which includes an improvement plan but where identified improvements were not made.

4.1.5 Release of assignment

- (1) Actions enumerated in Education code 87732a-g* with due process afforded via the grievance procedure-

* 87732.

(a) Immoral or unprofessional conduct.

(b) Dishonesty.

(c) Unsatisfactory performance.

(d) Evident unfitness for service.

(e) Physical or mental condition that makes him or her unfit to instruct or associate with students.

(f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.

(g) Conviction of a felony or of any crime involving moral

turpitude.

- 4.1.6 If an adjunct unit member requests but does not receive an assignment for any given semester or session, the Instruction Office shall notify the unit member in writing through the Notification of Intention Not to Rehire for Next Semester form (Exhibit 6).
- 4.2 For purposes of implementing 4.1, the District shall maintain a data base of unit members who taught for the District on a part-time basis within the previous four semesters, indicating courses taught for the District and the minimum qualifications/equivalencies recognized by the District. This information will be available on the portal. It is the responsibility of the unit member to notify Human Resources regarding any incorrect information.
- 4.3 For part-time assignments which remain unfilled after following 4.1, the District will then consider unit members who have not previously taught a specific course for the District but possess the appropriate minimum qualifications or equivalencies recognized by the District. These individuals will be considered along with the current applicant pool, prior to advertising the assignment.
- 4.4 At the discretion of the District, a unit member may work over 33.5% (10 lecture hour equivalents) in one semester. When this is necessary, an annual contract as a temporary employee for the Fall and Spring semesters shall be issued at the beginning of the academic year. The contract may be amended during the year, but under no circumstances shall the annual contract exceed a total workload of 67% FTE (20 lecture hour equivalents) for the academic year. Reasons for an annual contract include, but are not limited to, the following:
- a unit member is only available to work for one semester in an academic year
 - the teaching assignment includes a course which has a higher load in one semester than another (i.e., intercollegiate athletics)
 - the absence or termination of a full-time faculty member
- 4.5 Unit members not employed by the District within the previous four semesters must reactivate their file prior to February 1st for consideration during schedule preparation for the following academic year.
- 4.6 Assignment Notifications:
- 4.6.1 "Notification of Intention Not To Re-Hire for Next Semester" (Exhibit 6) will be sent to part-time instructors who are teaching in the current semester but are not teaching in the next semester excluding summer. Notifications will be sent by November 30th for the Spring Semester and March 31st for the Fall Semester.

4.6.2 A Teaching Assignment Report will be e-mailed to each part-time faculty who are teaching in the current semester and are scheduled to teach in the next semester. This report will be sent by November 30th for the Spring semester and March 31st for the Fall semester. The Teaching Assignment Report will list all classes assigned to the part-time instructor in the next semester as of that date.

- 4.7 A written contract outlining the assignment will be sent to the unit member for his/her signature per regular District contract timeline (normally five weeks prior to the beginning of the semester barring any extenuating circumstances). Other written or verbal agreements are non-binding.

EXHIBIT D

Last Name	First Name	Part Time?	Start date	Location	Sec Name	Start Date	End Date	Units	Bldg
Bailey	Aaron	X	FA18	Lake	ENG-200-0120	08/19/19	12/13/19	3	LAKE
Bayer	Lucille	X	SP10	Ukiah	ENG-85-0314	08/19/19	12/13/19	4	LLRC
Bayer	Lucille	X	SP10	Ukiah	ENG-85-0315	08/19/19	12/13/19	4	MCM
Brunner	Jeffrey	X	FA10	Online	ENG-201-0356	08/19/19	12/13/19	4	ONLN
Brunner	Jeffrey	X	FA10	Online	ENG-205-0334	08/19/19	12/13/19	3	ONLN
Brunner	Jeffrey	X	FA10	Online	ENG-245-0335	08/19/19	12/13/19	3	ONLN
Clark	Jennifer	X	FA16	Willits	ENG-160-0073	08/19/19	12/13/19	0.5	NCC
Clark	Jennifer	X	FA16	Willits	ENG-560-0075	08/19/19	12/13/19	0	NCC
Clark	Jennifer	X	FA16	Willits	ENG-60-0061	08/19/19	12/13/19	0.5	NCC
Cordell	Susan	X	FA08	Lake	ENG-160-0191	08/19/19	12/13/19	0.5	LAKE
Cordell	Susan	X	FA08	Lake	ENG-560-0069	08/19/19	12/13/19	0	LAKE
Cordell	Susan	X	FA08	Lake	ENG-60-0860	08/19/19	12/13/19	0.5	LAKE
Cordell	Susan	X	FA08	Lake	ENG-160-0194	08/19/19	12/13/19	0.5	LAKE
Cordell	Susan	X	FA08	Lake	ENG-560-0546	08/19/19	12/13/19	0	LAKE
Cordell	Susan	X	FA08	Lake	ENG-60-0960	08/19/19	12/13/19	0.5	LAKE
Dwyer	Molly	X	FA10	Ukiah	ENG-200-0309	08/19/19	12/13/19	3	GRV6
Dwyer	Molly	X	FA10	Ukiah	ENG-205-0327	08/19/19	12/13/19	3	GRV6
Dwyer	Molly	X	FA10	Fort Bragg	ENG-212-0012	08/19/19	12/13/19	3	MCCC
Dwyer	Molly	X	FA10	Fort Bragg	ENG-503-0223	08/19/19	12/13/19	0	MCCC
Dwyer	Molly	X	FA10	Fort Bragg	ENG-210-0021	08/19/19	12/13/19	3	MCCC
Dwyer	Molly	X	FA08	Willits	ENG-200-1012	08/19/19	12/13/19	3	NCC
Hellman	Steven	X	FA08	Willits	ENG-200-1040	08/19/19	12/13/19	3	NCC
Hellman	Steven	X	FA08	Willits	ENG-212-2121	08/19/19	12/13/19	3	NCC
Hellman	Steven	X	FA08	Willits	ENG-503-3050	08/19/19	12/13/19	0	NCC
Hellman	Steven	X	FA08	Willits	ENG-210-0110	08/19/19	12/13/19	3	NCC
Locascio	Lisa	X	FA18	Fort Bragg	ENG-212-0566	08/19/19	12/13/19	3	MCCC
Locascio	Lisa	X	FA18	Fort Bragg	ENG-503-0567	08/19/19	12/13/19	0	MCCC
Locascio	Lisa	X	FA18	Fort Bragg	ENG-210-0565	08/19/19	12/13/19	3	MCCC
Locascio	Lisa	X	FA18	Fort Bragg	ENG-200-2000	08/28/19	12/13/19	3	MCCC
Locascio	Lisa	X	FA18	Fort Bragg	ENG-65-0065	08/28/19	12/13/19	2	MCCC
Lutsky	Andrew	X	FA12	Online	ENG-200-0324	08/19/19	12/13/19	3	ONLN
Metzger	Angela	X	SP18	Lake	ENG-200-0020	08/19/19	12/13/19	3	LAKE
Metzger	Angela	X	SP18	Lake	ENG-201-0201	08/19/19	12/13/19	4	LAKE
Metzger	Angela	X	SP18	Lake	ENG-205-1117	08/19/19	12/13/19	3	LAKE
Rickansrud-Young	Rebel	X	SP11	Online	ENG-200-0570	08/19/19	12/13/19	3	ONLN
Shepherd	Dennis	X	FA14	Covelo	ENG-200-1022	08/19/19	12/13/19	3	UPM
Shepherd	Dennis	X	FA14	Covelo	ENG-160-0163	08/19/19	12/13/19	0.5	UPM
Shepherd	Dennis	X	FA14	Covelo	ENG-560-0164	08/19/19	12/13/19	0	UPM
Shepherd	Dennis	X	FA14	Covelo	ENG-60-0162	08/19/19	12/13/19	0.5	UPM
Taylor	Riba	X	FA08	Online	ENG-210-0371	08/19/19	12/13/19	3	ONLN
Timmen	Melissa	X	SP11						

Trigg	Joycelyn	X	SP18	Fort Bragg	ENG-160-9130	08/19/19	12/13/19	0.5	MCCC
Trigg	Joycelyn	X	SP18	Fort Bragg	ENG-560-9142	08/19/19	12/13/19	0	MCCC
Trigg	Joycelyn	X	SP18	Fort Bragg	ENG-60-9129	08/19/19	12/13/19	0.5	MCCC

Room	Days	Times	Cap
7150	TTh	5:30PM- 6:50PM	25
4143	TTh	9:00AM-10:50AM	25
1210	MW	10:00AM-11:50AM	25
ONLINE			25
ONLINE			25
ONLINE			25
8000			30
8000			30
8000			25
7110			30
7110			30
7110			25
7110			30
7110			30
7110			25
6620	MW	11:00AM-12:20PM	25
6620	MW	9:30AM-10:50AM	25
111	T	9:00AM-11:50AM	25
111	T	9:00AM-11:50AM	25
111	T	9:00AM-11:50AM	25
8030	MW	11:30AM-12:50PM	25
8030	F	5:30PM- 8:20PM	25
8020	F	10:00AM-12:50PM	30
8020	F	10:00AM-12:50PM	30
8020	F	10:00AM-12:50PM	25
111	W	1:00PM- 3:50PM	30
111	W	1:00PM- 3:50PM	30
111	W	1:00PM- 3:50PM	25
111	MW	5:30PM- 7:00PM	25
111	MW	7:15PM- 8:20PM	30
ONLINE			25
7160	T	9:00AM-11:50AM	25
7160	T	5:30PM- 9:20PM	25
7160	W	9:00AM-11:50AM	25
ONLINE			25
3	MW	6:00PM- 7:20PM	20
3			30
3			30
3			25
ONLINE			25

LRC			30
LRC			30
LRC			25

EXHIBIT E

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
Statement of Grievance Form

Melissa Timmen 700 E. Gobbi St, #95, Ukiah, CA 95482 (714) 330-0646

Employee Name Number	Address	Telephone
3/31/2019	4/12/2019	
Date of Alleged Grievance Response	Date of Informal Discussion	Date of Oral
4/12/2019	Article 4.1.3	
Date Filing this Statement	Specific articles and sections alleged to have been violated	

Employee's statement of alleged violation and grievance. What is the factual contention?
What has occurred? Provide full facts necessary to support your position. Attach additional
paper if more room is needed.

Per Article 4.1, "In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner." I have taught Eng. 200 in a subsequent semester, met all of the criteria, and believe that I should have been assigned to teach 2 sections Eng. 200 which were instead given to other instructors with lesser qualifications.

Per Article 4.1.3, "The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria: a. Most recent evaluation, b. Date of hire and course history, c. Qualifications, d. Availability." I have made it clear that I am available, and I have the qualifications, course history, and good evaluations to be assigned to Eng. 200 yet I was not.

State full relief, remedy, action, you believe is required to resolve this alleged grievance.
Attach additional paper if more room is needed.
2 Eng. 200 or any other remedy as agreed.

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

Level II: Vice-President/Designee - Response to Alleged Grievance

See attached

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

Level III: Superintendent/President/Designee - Response to Alleged Grievance

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

Written notice of appeal to advisory arbitration must be furnished within five (5) days to the Superintendent/President. Date of Association notice: _____

Level IV: Advisory Arbitration

Date of Hearing: _____ Date of Response: _____

Level V: Board of Trustees

Date of Receipt: _____ Date of Meeting/Decision: _____

EXHIBIT F

EXHIBIT 1

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
Statement of Grievance Form

Melissa Timmen 700 E. Gobbi St, #95, Ukiah, CA 95482 (714) 330-0646

Employee Name Number	Address	Telephone
3/31/2019	4/12/2019	
Date of Alleged Grievance Response	Date of Informal Discussion	Date of Oral
4/12/2019	Article 4.1.3	
Date Filing this Statement	Specific articles and sections alleged to have been violated	

Employee's statement of alleged violation and grievance. What is the factual contention? What has occurred? Provide full facts necessary to support your position. Attach additional paper if more room is needed.

Per Article 4.1, "In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner." I have taught Eng. 200 in a subsequent semester, met all of the criteria, and believe that I should have been assigned to teach 2 sections Eng. 200 which were instead given to other instructors with lesser qualifications.

Per Article 4.1.3, "The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria: a. Most recent evaluation, b. Date of hire and course history, c. Qualifications, d. Availability." I have made it clear that I am available, and I have the qualifications, course history, and good evaluations to be assigned to Eng. 200 yet I was not.

State full relief, remedy, action, you believe is required to resolve this alleged grievance.
Attach additional paper if more room is needed.
2 Eng. 200 or any other remedy as agreed.

see attached

Date of Receipt: 4/12/17 Date of Response: 4/14/17
Grievance Resolved: _____ Grievance Denied: _____

April 16, 2019

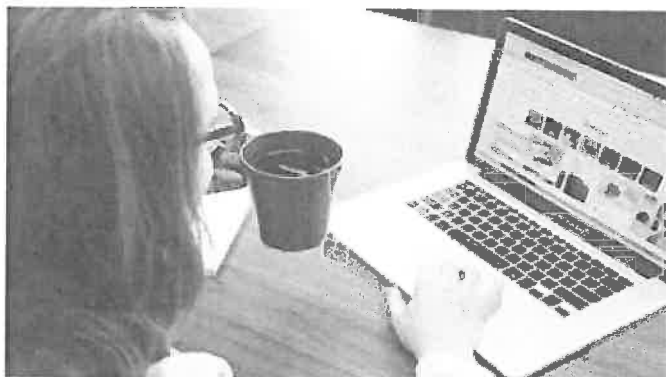
To: Melissa Timmen

RE: Grievance Level I Response

Ms. Timmen asserts that she should have been assigned a section of ENG 200 in the fall. However, only one Ukiah section of ENG 200 was assigned to an adjunct instructor in the fall. That section was assigned to an individual who has previously taught ENG 200 and has been employed by the college longer than Ms. Timmen. Therefore, the grievance is denied.

Rebecca Montes
Dean of Instruction
Mendocino College

EXHIBIT G

**CAM-196 CAM-OCCUPATIONAL WORK EXPERIENCE EDUCATION**

Transfer: CSU.

0583	TBA	STAFF	Rm 721	1.0-8.0
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CAM-197A CULINARY ARTS PRACTICUM

▼Preq: Must complete CAM 101 with a minimum grade of C. Transfer: CSU.

0762	TBA	STAFF	Rm 721	3.0-8.0
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DIGITAL ARTS AND MEDIA**DAM-150 INTRODUCTION TO VIDEO PRODUCTION**

Transfer: CSU.

0369	S	9:00AM-2:50PM	FULLER K	Rm 1170	3.0
	& TBA			Rm ONLINE	

0369 Short Term (08/24-12/14) Section 0369 is a HYBRID Saturday class. Dates: 8/24, 9/7, 9/21, 10/12, 10/26, 11/9, 11/23, 12/14. Additional coursework will be completed in an online environment. Log in the first day of class (8/24).

ECONOMICS**ECO-200 PRINCIPLES OF MACROECONOMICS**

Transfer: CSU; UC.

0741	TTh	11:00AM-12:20PM	LAM-HANSARD K	Rm 1220	3.0
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EDUCATION**EDU-110 TUTORING METHODS**

Transfer: CSU.

0825	TBA	DAUGHERTY J	ONLINE	1.0
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0825 Short Term (09/09-10/18) Section 0825 is a LATE START online class with TWO MANDATORY ON-GROUND MEETINGS. Meeting dates: 9/10 & 10/15, 5:30-7pm, Room 4112. Log in the first day of class (9/10). For more information contact Janet Daugherty, 468-3046, jdaugherty@mendocino.edu

EDU-196 EDU-OCCUPATIONAL WORK EXPERIENCE

Transfer: CSU.

0593	TBA	STAFF	Rm 721	1.0-8.0
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EDU-500 SUPERVISED TUTORING

0289	TBA	DAUGHERTY J	Rm 4110	0.0
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Section 0289 is required for students who are receiving tutoring services.

EMERGENCY MEDICAL SERVICES**EMS-56 EMT-I REFRESHER**

4410	S	8:00AM-3:50PM	GOWANT	Rm 6620	1.0
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4410 Short Term (11/02-11/16) Section 4410 meets on three Saturdays: 11/2, 11/9, 11/16.

EMS-135 EMERGENCY MEDICAL TECHNICIAN

Transfer: CSU.

4419	TTh	5:30PM-9:50PM	GOWANT	Rm 6610	7.0
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Please obtain an EMT I information packet from the Office of Admissions and Records. Materials Fee \$20.00.

EMS-202 FIRST AID, EMERGENCY CARE, AND CPR

Transfer: CSU; UC.

0381	TTh	11:00AM-1:05PM	HICKS G	Rm 6620	3.0
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Materials Fee \$35.00.

0399	MTThF	2:20PM-3:25PM	VICE J	UHS J5	3.0
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0399 Short Term (08/26-12/06) Section 0399 is a LATE START class.

Materials Fee \$35.00.

0451	MTThF	11:50AM-12:55PM	VICE J	UHS J5	3.0
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0451 Short Term (08/26-12/06) Section 0451 is a LATE START class.

Materials Fee \$35.00.

0491	MTThF	9:10AM-10:15AM	VICE J	UHS J5	3.0
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0491 Short Term (08/26-12/06) Section 0491 is a LATE START class.

Materials Fee \$35.00.

ENGLISH**ENG-60 READING AND WRITING LABORATORY**

Credit/No Credit only.

0254	TTh	11:30AM-12:50PM	RALL J	CYVT CONF	1.0
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Section 0254 is designed for students in the Pomo Pathways program. Must enroll in ENG 200, 0385 and ENG 65, 0266.

0257	TBA	STAFF	Rm 4110	0.5-1.0
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Reading and Writing lab setting. LAB HOURS: MTWTH, 9:30am-2pm; and MTWTH, 4-6pm.

**CAN'T FIND THE CLASS YOU NEED?**

Some classes are available online only.

Check the listing at the back of the schedule for online and hybrid online/on-ground classes.

Evening and/or Weekend Class.

Note: For Online Classes, consult the web for log in instructions & additional information.



Course includes a
ZERO-COST E-BOOK

ENG-65 ACADEMIC LITERACY

Credit/No Credit only.

0266 TTh 10:30AM-11:20AM RALL J CYVT CONF 2.0
 Section 0266 is designed for students in the Pomo Pathways program. Must enroll in ENG 200, 0385. Must also enroll in either ENG 60, 0254 or ENG 160, 0560.

0273 MW 11:00AM-11:50AM BUCCELLI G Rm 5380 2.0
 Students enrolled in this section must also enroll in ENG 200, 0308.
 0282 TTh 11:30AM-12:20PM BUCCELLI G Rm 4142 2.0
 Students enrolled in this section must also enroll in ENG 200, 0311.
 0285 TTh 3:00PM- 3:50PM CECHIN J Rm 4141 2.0
 Students enrolled in this section must also enroll in ENG 200, 0317.

ENG-85 ADVANCED PREP FOR COLLEGE COMPOSITION

0314 TTh 9:00AM-10:50AM BAYER L Rm 4143 4.0
 0315 MW 10:00AM-11:50AM BAYER L Rm 1210 4.0

ENG-160 TRANSFER-LEVEL READING AND WRITING LAB

Transfer: CSU. Credit/No Credit only.

0500 TBA CECHIN J Rm 4110 0.5-1.0
 Reading and Writing lab setting. LAB HOURS: MTWTH, 9:30am-2pm; and MTWTH, 4-6pm.

0560 TTh 11:30AM-12:50PM RALL J CYVT CONF 1.0
 Section 0560 is designed for students in the Pomo Pathways program. Must also enroll in ENG 200-Section 0385 and ENG 65-Section 0266.

ENG-200 COLLEGE COMPOSITION

▼Preq: ENG 85 or placement into ENG 200 through the placement process.
 Corequisite: ENG 60, ENG 160, or ENG 560. Transfer: CSU; UC.

0308 MW 9:30AM-10:50AM BUCCELLI G Rm 5380 3.0
 Students enrolled in this section must also enroll in ENG 65, 0273.
 0309 MW 11:00AM-12:20PM DWYER M Rm 6620 3.0
 0311 TTh 10:00AM-11:20AM BUCCELLI G Rm 4142 3.0
 Students enrolled in this section must also enroll in ENG 65, 0282.
 0317 TTh 1:30PM- 2:50PM CECHIN J Rm 4141 3.0
 Students enrolled in this section must also enroll in ENG 65, 0285.
 0320 MW 2:00PM- 3:20PM RALL J Rm 1210 3.0
 0321 MW 9:30AM-10:50AM POTURICA V Rm 4143 3.0
 0322 TTh 2:00PM- 3:20PM RALL J Rm 730 3.0
 0323 TTh 9:30AM-10:50AM POTURICA V Rm 1270 3.0
 0326 T 5:30PM- 8:20PM POTURICA V Rm 4144 3.0
 0385 TTh 9:00AM-10:20AM RALL J CYVT CONF 3.0

Section 0385 is designed for students in the Pomo Pathway program. Must enroll in ENG 65, 0266. Must also enroll in either ENG 60-0254 or ENG 160-0560.

ENG-201 CRITICAL THINKING THROUGH LITERATURE

▼Preq: Must complete ENG 200 with a minimum grade of C. Transfer: CSU; UC.

0336 TTh 1:30PM- 3:20PM DAVIS J Rm 740 4.0

**ENG-205 CRITICAL THINKING**

▼Preq: Must complete ENG 200 with a minimum grade of C. Transfer: CSU; UC.

0327 MW 9:30AM-10:50AM DWYER M Rm 6620 3.0
 0328 MW 2:00PM- 3:20PM DAVIS J Rm 4143 3.0
 0329 TTh 9:30AM-10:50AM DAVIS J Rm 4141 3.0

ENG-210 CREATIVE WRITING

▼Preq: Must be eligible for ENG 200. Transfer: CSU; UC.

0341 W 2:00PM- 4:50PM POTURICA V Rm 4144 3.0

ENG-212 INTERMEDIATE CREATIVE WRITING

▼Preq: Must complete ENG 210 with a minimum grade of C. Transfer: CSU; UC.

0345 W 2:00PM- 4:50PM POTURICA V Rm 4144 3.0

ENG-560 BASIC READING AND WRITING LAB

Credit/No Credit only.

0957 TBA CECHIN J Rm 4110 0.0
 Reading and Writing lab setting. LAB HOURS: MTWTH, 9:30am-2pm; and MTWTH, 4-6pm.

ENGLISH AS A SECOND LANGUAGE**ESL-3 ENGLISH/SECOND LANGUAGE: ORAL COMM**

0276 TTh 12:30PM- 2:20PM PENNER E Rm 4112 3.0
 0276 Short Term (09/03-11/26) Section 0276 is a LATE START class.

ESL-7A ENGLISH AS A SECOND LANGUAGE: BEG A

5474 MW 10:00AM-12:20PM WALSH S Rm 4112 5.0

ESL-7B ENGLISH AS A SECOND LANGUAGE- BEG B

5477 MW 10:00AM-12:20PM WALSH S Rm 4112 5.0

ESL-11A ENGLISH AS A SECOND LANGUAGE- ADV A

▼Preq: Must complete ESL 9A and ESL 9B, with a minimum grade of C, or qualification for Level 11 through the assessment process.

0238 MW 12:30PM- 2:50PM WALSH S Rm 4112 5.0

ESL-11B ENGLISH AS A SECOND LANGUAGE- ADV B

▼Preq: Must complete ESL 9A and ESL 9B, with a minimum grade of C, or qualification for Level 11 through the assessment process.

0241 MW 12:30PM- 2:50PM WALSH S Rm 4112 5.0

ESL-13 READING/WRITING FOR MULTILINGUAL STUDENT

0259 MW 4:00PM- 6:20PM WALSH S Rm 4112 5.0

ESL-500 ENGLISH AS A SECOND LANGUAGE: PREP LEVEL

MW 6:00PM- 8:20PM TBA GHES 0.0

0074 TTh 9:00AM-11:20AM BENTEN M UAS Rm 9 0.0

ESL-501 ENGLISH AS A SECOND LANGUAGE: LAB PREPAR

0045 TTh 9:00AM- 9:50AM JOHNSON C Rm 4112 0.0

0045 Short Term (09/03-11/21) Section 0045 is a TWELVE WEEK, LATE-START class.

ESL-503C ESL: ORAL COMMUNICATION SKILLS C

0279 TTh 12:30PM- 2:20PM PENNER E Rm 4112 0.0

0279 Short Term (09/03-11/26) Section 0279 is a LATE START class.

Evening and/or Weekend Class.

Note: For Online Classes, consult the web for log in instructions & additional information.



**Course includes a
ZERO-COST E-BOOK**

EXHIBIT H

Last Name	First Name	Part Time?	Start date	Location	Sec Name
Buccelli	Ginny		FA14	Ukiah	ENG-200-0308
Buccelli	Ginny		FA14	Ukiah	ENG-200-0311
Buccelli	Ginny		FA14	Ukiah	ENG-65-0273
Buccelli	Ginny		FA14	Ukiah	ENG-65-0282
Buccelli	Ginny		FA14	Online	ENG-225-0364
Cechin	Jaime		FA06	Ukiah	ENG-200-0317
Cechin	Jaime		FA06	Ukiah	ENG-160-0500
Cechin	Jaime		FA06	Ukiah	ENG-560-0957
Cechin	Jaime		FA06	Ukiah	ENG-60-0257
Cechin	Jaime		FA06	Ukiah	ENG-65-0285
Cechin	Jaime		FA06	Lake	ENG-200-0214
Cechin	Jaime		FA06	Lake	ENG-65-0215
Cechin	Jaime		FA06	Lake	ENG-85-0085
Davis	Jason		FA18	Ukiah	ENG-201-0336
Davis	Jason		FA18	Ukiah	ENG-205-0328
Davis	Jason		FA18	Ukiah	ENG-205-0329
Davis	Jason		FA18	Online	ENG-200-0303
Poturica	Vincent		SP18	Ukiah	ENG-200-0321
Poturica	Vincent		SP18	Ukiah	ENG-200-0323
Poturica	Vincent		SP18	Ukiah	ENG-200-0326
Poturica	Vincent		SP18	Ukiah	ENG-212-0345
Poturica	Vincent		SP18	Ukiah	ENG-210-0341
Rall	John		FA17	Ukiah	ENG-200-0320
Rall	John		FA17	Ukiah	ENG-200-0322
Rall	John		FA17	Ukiah	ENG-200-0385
Rall	John		FA17	Ukiah	ENG-160-0560
Rall	John		FA17	Ukiah	ENG-60-0254
Rall	John		FA17	Ukiah	ENG-65-0266
Timmen	Melissa	X	SP11		

Start Date	End Date	Units	Bldg	Room	Days	Times	Cap
08/19/19	12/13/19	3	CVPA	5380	MW	9:30AM-10:50AM	25
08/19/19	12/13/19	3	LLRC	4142	TTh	10:00AM-11:20AM	25
08/19/19	12/13/19	2	CVPA	5380	MW	11:00AM-11:50AM	25
08/19/19	12/13/19	2	LLRC	4142	TTh	11:30AM-12:20PM	25
08/19/19	12/13/19	3	ONLN	ONLINE			25
08/19/19	12/13/19	3	LLRC	4141	TTh	1:30PM- 2:50PM	25
08/19/19	12/13/19	0.5	LLRC	4110			300
08/19/19	12/13/19	0	LLRC	4110			300
08/19/19	12/13/19	0.5	LLRC	4110			300
08/19/19	12/13/19	2	LLRC	4141	TTh	3:00PM- 3:50PM	25
08/19/19	12/13/19	3	LAKE	7140	MW	9:30AM-10:50AM	25
08/19/19	12/13/19	2	LAKE	7140	MW	11:00AM-11:50AM	25
08/19/19	12/13/19	4	LAKE	7130	MW	1:30PM- 3:20PM	30
08/19/19	12/13/19	4	LWRY	740	TTh	1:30PM- 3:20PM	25
08/19/19	12/13/19	3	LLRC	4143	MW	2:00PM- 3:20PM	25
08/19/19	12/13/19	3	LLRC	4141	TTh	9:30AM-10:50AM	25
09/23/19	12/13/19	3	ONLN	ONLINE			25
08/19/19	12/13/19	3	LLRC	4143	MW	9:30AM-10:50AM	25
08/19/19	12/13/19	3	MCM	1270	TTh	9:30AM-10:50AM	25
08/19/19	12/13/19	3	LLRC	4144	T	5:30PM- 8:20PM	25
08/19/19	12/13/19	3	LLRC	4144	W	2:00PM- 4:50PM	25
08/19/19	12/13/19	3	LLRC	4144	W	2:00PM- 4:50PM	25
08/19/19	12/13/19	3	MCM	1210	MW	2:00PM- 3:20PM	25
08/19/19	12/13/19	3	LWRY	730	TTh	2:00PM- 3:20PM	25
08/19/19	12/13/19	3	CYVT	CONF	TTh	9:00AM-10:20AM	20
08/19/19	12/13/19	1	CYVT	CONF	TTh	11:30AM-12:50PM	20
08/19/19	12/13/19	1	CYVT	CONF	TTh	11:30AM-12:50PM	20
08/19/19	12/13/19	2	CYVT	CONF	TTh	10:30AM-11:20AM	20

EXHIBIT I

ENG-200 COLLEGE COMPOSITION

▼Preq: ENG 85 or placement into ENG 200 through the placement process.
Corequisite: ENG 60, ENG 160, or ENG 560. Transfer: CSU; UC.

1012	MW	11:30AM-12:50PM	HELLMAN S	Rm 8030	3.0
1040	F	5:30PM-8:20PM	HELLMAN S	Rm 8030	3.0

ENG-210 CREATIVE WRITING

▼Preq: Must be eligible for ENG 200. Transfer: CSU; UC.

0110	F	10:00AM-12:50PM	HELLMAN S	Rm 8020	3.0
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ENG-212 INTERMEDIATE CREATIVE WRITING

▼Preq: Prerequisite: Must complete ENG 210 with a minimum grade of C. Transfer: CSU; UC.

2121	F	10:00AM-12:50PM	HELLMAN S	Rm 8020	3.0
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ENG-503 CREATIVE WRITING FOR OLDER ADULTS

3050	F	10:00AM-12:50PM	HELLMAN S	Rm 8020	0.0
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ENG-560 BASIC READING AND WRITING LAB

Credit/No Credit only.

0605	TBA		CLARK J	Rm 8000	0.0
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English Lab Setting. Lab hours are 1:00pm-3:50pm on Wednesdays in the Learning Commons.

ENGLISH AS A SECOND LANGUAGE

ESL-501 ENGLISH AS A SECOND LANGUAGE: LAB PREPAR

0631	TTh	4:30PM-5:50PM	ALBUQUERQUE L	Rm 8020	0.0
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ESL-509 ENGLISH/SECOND LANGUAGE: INTERMEDIATE

0633	TTh	6:00PM-8:20PM	ALBUQUERQUE L	Rm 8020	0.0
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HEALTH

HLH-103 WOMEN'S HEALTH

Transfer: CSU.

1003	T	9:30AM-12:20PM	BLACK DIEMER S	Rm 8020	3.0
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HISTORY

HST-202 THE UNITED STATES TO 1877

Transfer: CSU; UC.

0027	Th	9:00AM-11:50AM	STAFF	Rm 8020	3.0
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HUMAN SERVICES

HUS-156 CASE MANAGEMENT AND DOCUMENTATION

Transfer: CSU.

1506	T	5:30PM-8:20PM	KERRIGAN T	Rm 8002	3.0
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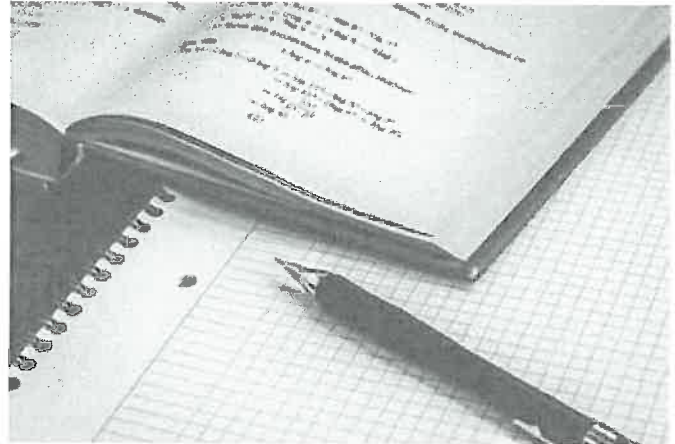
This course is being taught in Ukiah and will be live-streamed to the Group Study Room-#8002 of the North County Center/Willits. Students will be able to interact with the instructor and students in real time. Enrollment is limited to 6.

HUS-172 WORKING IN TRIBAL COMMUNITIES

Transfer: CSU.

1720	F	9:00AM-11:50AM	ZEPEDA G	Rm 8002	3.0
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This course is being taught in Ukiah and will be live-streamed to the Group Study Room-#8002 of the North County Center/Willits. Students will be able to interact with the instructor and students in real time. Enrollment is limited to 6.



HUS-501 WORKING IN TRIBAL COMMUNITIES

0172	F	9:00AM-11:50AM	ZEPEDA G	Rm 8002	0.0
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This course is being taught in Ukiah and will be live-streamed to the Group Study Room-#8002 of the North County Center/Willits. Students will be able to interact with the instructor and students in real time. Enrollment is limited to 6.

MATHEMATICS

MTH-40A MATHEMATICS LABORATORY A

Credit/No Credit only.

4000	TBA		SNIDER M	Rm 8000	0.5-1.5
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Class meets Monday and Wednesdays 4:00pm-5:20pm in the Learning Commons.

MTH-40B MATHEMATICS LABORATORY B

Credit/No Credit only.

4040	TBA		SNIDER M	Rm 8000	0.5-1.5
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Class meets Monday and Wednesdays 4:00pm-5:20pm in the Learning Commons.

MTH-40C MATHEMATICS LABORATORY C

Credit/No Credit only.

4444	TBA		SNIDER M	Rm 8000	0.5-1.5
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Class meets Monday and Wednesdays 4:00pm-5:20pm in the Learning Commons.

MTH-178 APPLIED MATH

Transfer: CSU.

1078	MW	1:30PM-3:20PM	SNIDER M	Rm 8030	4.0
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MTH-220 STATISTICS

▼Preq: Must complete MTH 80, MTH 78 or MTH 51 with a minimum grade of C; one year of college-prep Algebra II or a higher-level math class within three years of enrollment with a minimum grade of C; qualification for transfer-level math; or qualification for MTH 220 through the placement process. Transfer: CSU; UC.

2200	MW	5:30PM-7:20PM	STAFF	Rm 8030	4.0
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MTH-540 SUPPLEMENTAL MATHEMATICS LAB

4001	TBA		SNIDER M	Rm 8000	0.0
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Class meets Mondays and Wednesdays 4:00pm-5:20pm in the Learning Commons.

Evening and/or Weekend Class.

Note: For Online Classes, consult the web for log in instructions & additional information.



Course includes a ZERO-COST E-BOOK

EMERGENCY MEDICAL SERVICES**EMS-135 EMERGENCY MEDICAL TECHNICIAN**

Transfer: CSU.

0305	MW	6:30PM-9:30PM	ARRINGTON D	Rm 7230	7.0
& TBA					

Saturday Classes will meet from 9:00am - 5:00pm in room 7230. This class does not meet every Saturday. Saturday class meetings are on 9/7, 9/21, 10/5, 10/26, 11/9 and 12/7. Materials Fee \$20.00.

ENGLISH**ENG-60 READING AND WRITING LABORATORY**

Credit/No Credit only.

0860	TBA		CORDELL S	Rm 7110	0.5-1.0
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English Lab setting. Students must attend 1.5 - 3.0 hours per week, depending on units. Classes begin the first week of the semester. MW 12:00-1:20pm

0960	TBA		CORDELL S	Rm 7110	0.5-1.0
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English Lab setting. Students must attend 1.5 - 3.0 hours per week, depending on units. Classes begin the first week of the semester. TTh 12:00-1:20pm

ENG-65 ACADEMIC LITERACY

Credit/No Credit only.

0215	MW	11:00AM-11:50AM	CECHIN J	Rm 7140	2.0
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ENG-85 ADVANCED PREP FOR COLLEGE COMPOSITION

0085	MW	1:30PM-3:20PM	CECHIN J	Rm 7130	4.0
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ENG-160 TRANSFER-LEVEL READING AND WRITING LAB

Transfer: CSU. Credit/No Credit only.

0191	TBA		CORDELL S	Rm 7110	0.5-1.0
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English Lab setting. Students must attend 1.5 - 3.0 hours per week, depending on units. Classes begin the first week of the semester. MW 12:00-1:20pm

0194	TBA		CORDELL S	Rm 7110	0.5-1.0
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English Lab setting. Students must attend 1.5 - 3.0 hours per week, depending on units. Classes begin the first week of the semester. TTh 12:00-1:20pm

ENG-200 COLLEGE COMPOSITION

▼Preq: ENG 85 or placement into ENG 200 through the placement process. Corequisite: ENG 60, ENG 160, or ENG 560. Transfer: CSU; UC.

0020	T	9:00AM-11:50AM	METZGER A	Rm 7160	3.0
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0120	TTh	5:30PM-6:50PM	BAILEY A	Rm 7150	3.0
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0214	MW	9:30AM-10:50AM	CECHIN J	Rm 7140	3.0
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Students enrolling in ENG 200-0214 must also enroll in ENG 65-0215.

ENG-201 CRITICAL THINKING THROUGH LITERATURE

▼Preq: Must complete ENG 200 with a minimum grade of C. Transfer: CSU; UC.

0201	T	5:30PM-9:20PM	METZGER A	Rm 7160	4.0
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ENG-205 CRITICAL THINKING

▼Preq: Must complete ENG 200 with a minimum grade of C. Transfer: CSU; UC.

1117	W	9:00AM-11:50AM	METZGER A	Rm 7160	3.0
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ENG-560 BASIC READING AND WRITING LAB

Credit/No Credit only.

0069	TBA		CORDELL S	Rm 7110	0.0
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Reading and Writing lab setting. Lab hours: MW 12:00-1:20pm.

0546	TBA		CORDELL S	Rm 7110	0.0
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Reading and Writing lab setting. Lab hours: MW 12:00-1:20pm.

0443	TBA		BAILEY A	Rm 7150	0.0
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Reading and Writing lab setting. Lab hours: MW 5:00-5:30pm.

ENGLISH AS A SECOND LANGUAGE**ESL-9A ENGLISH/SECOND LANGUAGE- INTERMEDIATE A**

0179	MW	6:00PM-8:50PM	WOLL L	Rm 7130	5.0
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0179 Short Term (09/04-12/13)

ESL-9B ENGLISH/SECOND LANGUAGE: INTERMEDIATE B

0178	MW	6:00PM-8:50PM	WOLL L	Rm 7130	5.0
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0178 Short Term (09/04-12/13)

ESL-500 ENGLISH AS A SECOND LANGUAGE: PREP LEVEL

0805	MW	6:00PM-8:50PM	VETZMADIAN S	LUAE Rm 16	0.0
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0805 Short Term (09/04-12/13)

ESL-503B ESL: ORAL COMMUNICATION SKILLS B

0175	W	10:30AM-12:35PM	OLINGER E	Rm 7130	0.0
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0175 Short Term (09/04-12/13)

ESL-507 ENGLISH AS A SECOND LANGUAGE: BEGINNING

1017	TTh	6:00PM-8:40PM	MOLINA M	OAKH COMMON	0.0
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1017 Short Term (09/03-12/13)

ESL-509 ENGLISH/SECOND LANGUAGE: INTERMEDIATE

0177	MW	6:00PM-8:50PM	WOLL L	Rm 7130	0.0
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0177 Short Term (09/04-12/13)

GEOLOGY**GEL-201 GEOLOGY**

Transfer: CSU; UC.

0211	M	1:00PM-4:05PM	JONES M	Rm 7220	3.0
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**Evening and/or Weekend Class.****Note: For Online Classes, consult the web for log in instructions & additional information.****Course includes a ZERO-COST E-BOOK**



DIGITAL ARTS AND MEDIA

DAM-281 DIGITAL DESIGN USING ADOBE ILLUSTRATOR

Transfer: CSU; UC.

0810	WTh & WTh	6:00PM-6:50PM 7:00PM-8:20PM	ORTIZ M	Rm 130	3.0
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ENGLISH

ENG-60 READING AND WRITING LABORATORY

Credit/No Credit only.

9129	TBA		TRIGG J	Rm LRC	0.5-1.0
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Reading and Writing lab setting. This open lab is available Monday and Wednesday: 4:00-5:20pm. Location: Learning Commons/Library.

ENG-65 ACADEMIC LITERACY

Credit/No Credit only.

0065	MW	7:15PM-8:20PM	LOCASCIO L	Rm 111	2.0
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0065 Short Term (08/28-12/13)

ENG-160 TRANSFER-LEVEL READING AND WRITING LAB

Transfer: CSU. Credit/No Credit only.

9130	TBA		TRIGG J	Rm LRC	0.5-1.0
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Reading and Writing lab setting. This open lab is available Monday and Wednesday: 4:00-5:20 p.m. Location: Learning Commons/Library.

ENG-200 COLLEGE COMPOSITION

▼Preq: ENG 85 or placement into ENG 200 through the placement process. Corequisite: ENG 60, ENG 160, or ENG 560. Transfer: CSU; UC.

2000	MW	5:30PM-7:00PM	LOCASCIO L	Rm 111	3.0
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2000 Short Term (08/28-12/13) Students enrolled in this section must also take ENG 65-0065.

ENG-210 CREATIVE WRITING

▼Preq: Must be eligible for ENG 200. Transfer: CSU; UC.

0021	T	9:00AM-11:50AM	DWYER M	Rm 111	3.0
0565	W	1:00PM-3:50PM	LOCASCIO L	Rm 111	3.0

0565 Short Term (08/28-12/13)

ENG-212 INTERMEDIATE CREATIVE WRITING

▼Preq: Must complete ENG 210 with a minimum grade of C. Transfer: CSU; UC.

0012	T	9:00AM-11:50AM	DWYER M	Rm 111	3.0
0566	W	1:00PM-3:50PM	LOCASCIO L	Rm 111	3.0

0566 Short Term (08/28-12/13)

ENG-503 CREATIVE WRITING FOR OLDER ADULTS

0223	T	9:00AM-11:50AM	DWYER M	Rm 111	0.0
0567	W	1:00PM-3:50PM	LOCASCIO L	Rm 111	0.0

0567 Short Term (08/28-12/13)

ENG-560 BASIC READING AND WRITING LAB

Credit/No Credit only.

9142	TBA		TRIGG J	Rm LRC	0.0
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Reading and Writing lab setting. This open lab is available Monday and Wednesday: 4:00-5:20 p.m. Location: Learning Commons/Library.

ENGLISH AS A SECOND LANGUAGE

ESL-503C ESL: ORAL COMMUNICATION SKILLS C

1053	TTh	10:00AM-11:30AM	KUHN FORNARI M	Rm 114	0.0
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1053 Short Term (09/04-12/13)

ESL-507 ENGLISH AS A SECOND LANGUAGE: BEGINNING

0077	TTh	6:00PM-8:20PM	KUHN FORNARI M	Rm 114	0.0
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ESL-511 ENGLISH AS A SECOND LANGUAGE: ADVANCED

1011	MW	6:00PM-8:20PM	CLARK J	Rm 104	0.0
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HEALTH

HLH-200 HEALTH EDUCATION

Transfer: CSU; UC.

0006	W	1:00PM-3:50PM	BLACK DIEMER S	Rm 114	3.0
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HISTORY

HST-203 THE UNITED STATES SINCE 1865

Transfer: CSU; UC.

2030	T	5:30PM-8:20PM	BELL J	Rm 111	3.0
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HUMAN SERVICES

HUS-156 CASE MANAGEMENT AND DOCUMENTATION

Transfer: CSU.

0066	T	5:30PM-8:20PM	KERRIGAN T	Rm 132	3.0
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HUS-172 WORKING IN TRIBAL COMMUNITIES

Transfer: CSU.

7210	F	9:00AM-11:50AM	ZEPEDA G	Rm 132	3.0
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This course is being taught in Ukiah and will be live-streamed to Room-#132 of the Mendocino College Coast Center. Students will be able to interact with the instructor and students in real time. Enrollment is limited to 6.

HUS-501 WORKING IN TRIBAL COMMUNITIES

5010	F	9:00AM-11:50AM	ZEPEDA G	Rm 132	0.0
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This course is being taught in Ukiah and will be live-streamed to Room-#132 of the Mendocino College Coast Center. Students will be able to interact with the instructor and students in real time. Enrollment is limited to 6.

Evening and/or Weekend Class.

Note: For Online Classes, consult the web for log in instructions & additional information.



Course includes a ZERO-COST E-BOOK

Covelo Classes

CLASSROOM LOCATIONS

KVHS	Kelseyville HS		RVHS	Round Valley High School	76270 High School St., Covelo
RVES	Round Valley Elem. School	Airport Blvd/Howard St., Covelo	UPM	Uptown Mercantile	76300 Grange Rd., Covelo

BASIC SKILLS

BSK-501 ACADEMIC SKILLS/PRE-HIGH SCHOOL

5001 WF 4:00PM-6:20PM SWANSON C Rm TBA 0.0

BSK-502 HIGH SCHOOL EQUIVALENCY EXAM PREP

5002 MW 4:00PM-6:20PM SWANSON C Rm TBA 0.0

BUSINESS

BUS-107 CUSTOMER SERVICE

Transfer: CSU.

0777 TTh 5:30PM-8:20PM COX G UPM Rm 3 3.0
0777 Short Term (08/19-10/10)

BUS-134 HUMAN RELATIONS IN BUSINESS

Transfer: CSU.

0433 TTh 5:30PM-8:40PM COX G UPM Rm 3 3.0
0433 Short Term (10/22-12/12)

COLLEGE AND CAREER SUCCESS

CCS-60 COLLEGE SUCCESS

6060 TThF 12:40PM-1:30PM DALEY K RVHS Rm 1 3.0
6060 Short Term (08/21-12/13)

CCS-100 CAREER PLANNING SUCCESS

Transfer: CSU.

0016 TThF 12:40PM-1:30PM BRITTON K RVHS Rm 13 3.0
0016 Short Term (08/21-12/13)

COMPUTER SCIENCE

CSC-116 INFORMATION & COMMUNICATION TECH

Transfer: CSU.

1002 F 1:00PM-3:50PM DUNN J ONLINE/HYBRID RVHS Rm 13 4.0
& TBA

Section 1002 is an online class with MANDATORY ON-GROUND SESSIONS at Round Valley High School. On-ground sessions are Fridays, 1-3:50 PM in Room 13. Log in the first day of class (8/19).

CSC-500 COMPUTER LABORATORY

5000 F 4:30PM-7:20PM DUNN J RVHS Rm 13 0.0

CSC-520 BEGINNING COMPUTER SKILLS I

5200 F 4:30PM-7:20PM DUNN J RVHS Rm 13 0.0

COOPERATIVE WORK EXPERIENCE

CED-50 INTRODUCTION TO WORK EXPERIENCE

9750 TBA STAFF UPM Rm 3 0.5-3.0

CED-195 GENERAL WORK EXPERIENCE EDUCATION

Transfer: CSU.

9700 TBA STAFF UPM Rm 3 0.5-6.0

ENGLISH

ENG-60 READING AND WRITING LABORATORY

Credit/No Credit only.

0162 TBA SHEPHERD D UPM Rm 3 0.5-1.0

Reading and Writing lab setting. This open lab is available Monday and Wednesday: 6:30-7:50 p.m. Location: Learning Commons/lobby.

ENG-160 TRANSFER-LEVEL READING AND WRITING LAB

Transfer: CSU. Credit/No Credit only.

0163 TBA SHEPHERD D UPM Rm 3 0.5-1.0

Reading and Writing lab setting. This open lab is available Monday and Wednesday: 6:30-7:50 p.m. Location: Learning Commons/lobby.

ENG-200 COLLEGE COMPOSITION

▼Preq: ENG 85 or placement into ENG 200 through the placement process. Corequisite: ENG 60, ENG 160, or ENG 560. Transfer: CSU; UC.

1022 MW 6:00PM-7:20PM SHEPHERD D UPM Rm 3 3.0

ENG-560 BASIC READING AND WRITING LAB

Credit/No Credit only.

0164 TBA SHEPHERD D UPM Rm 3 0.0

Reading and Writing lab setting. This open lab is available Monday and Wednesday: 6:30-7:50 p.m. Location: Learning Commons/lobby.

ENGLISH AS A SECOND LANGUAGE

ESL-501 ENGLISH AS A SECOND LANGUAGE: LAB PREPAR

0117 MTTh 4:00PM-4:50PM SWANSON C RVES Rm 5 0.0

Evening and/or Weekend Class.

Note: For Online Classes, consult the web for log in instructions & additional information.



Course includes a
ZERO-COST E-BOOK

EXHIBIT J

April 23, 2019

To: Debra Polak, Vice-President
From: Melissa Timmen, Instructor
Re: Level II Grievance

I hereby move this grievance this to Level II. I continue to grieve per the rationale stated in the original grievance. In denying the grievance, the District has cited only that a more senior employee was assigned at the Ukiah campus. I have taught previously at other Mendocino College Centers. I was ready and willing and remain ready and willing to teach at any of the Mendocino College Centers: Ukiah, Lake, North County, or Coast. I have experience with English 200 and have shown that less senior people have been assigned to those classes that I am able and willing to teach. I continue to be available, and I have the qualifications, course history, and good evaluations to be assigned English 200—yet, I was not.

As remedy, I continue to request assignment to two sections of English 200; however, I would be willing to accept assignment to other English courses or any other remedy as agreed by both parties.

Handwritten signature of Melissa Timmen in cursive script.

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

Statement of Grievance Form

Melissa Timmen 700 E. Gobbi St, #95, Ukiah, CA 95482 (714) 330-0646

Employee Name Number	Address	Telephone
3/31/2019	4/12/2019	
Date of Alleged Grievance Response	Date of Informal Discussion	Date of Oral
4/12/2019	Article 4.1.3	
Date Filing this Statement	Specific articles and sections alleged to have been violated	

Employee's statement of alleged violation and grievance. What is the factual contention?
What has occurred? Provide full facts necessary to support your position. Attach additional
paper if more room is needed.

Per Article 4.1, "In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner." I have taught Eng. 200 in a subsequent semester, met all of the criteria, and believe that I should have been assigned to teach 2 sections Eng. 200 which were instead given to other instructors with lesser qualifications.

Per Article 4.1.3, "The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria: a. Most recent evaluation, b. Date of hire and course history, c. Qualifications, d. Availability." I have made it clear that I am available, and I have the qualifications, course history, and good evaluations to be assigned to Eng. 200 yet I was not.

State full relief, remedy, action, you believe is required to resolve this alleged grievance.

Attach additional paper if more room is needed.

2 Eng. 200 or any other remedy as agreed.

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

Level II: Vice-President/Designee - Response to Alleged Grievance

See attached

Date of Receipt: _____ Date of Response: _____

Grievance Resolved: _____ Grievance Denied: _____

Level III: Superintendent/President/Designee - Response to Alleged Grievance

See attached

Date of Receipt: _____ Date of Response: _____

Grievance Resolved: _____ Grievance Denied: _____

Written notice of appeal to advisory arbitration must be furnished within five (5) days to the Superintendent/President. Date of Association notice: _____

Level IV: Advisory Arbitration

Date of Hearing: _____ Date of Response: _____

Level V: Board of Trustees

Date of Receipt: _____ Date of Meeting/Decision: _____

EXHIBIT K

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

YOUR COMMUNITY. YOUR COLLEGE. YOUR SUCCESS.

To: Melissa Timmen

From: Debra Polak, Vice President of Academic Affairs 

Date: April 30, 2019

Subject: Grievance Level II Response

Contrary to Ms. Timmen's grievance, my contention is that appropriate assignments have been made of part-time instructors to English courses for the Fall 2020 semester. As required by the Collective Bargaining Agreement, Article 4.1.3, the District considered the following criteria in making assignments: a.) most recent evaluation; b) date of hire and course history; c) qualifications; and d) availability. As pointed out by Dean Montes, all but one section of English 200 was assigned to full-time instructors. The one assigned to a part-time instructor is assigned to someone who has taught for the college longer than Ms. Timmen and has many more years of experience teaching transfer level English. Ms. Timmen adds in the Level II grievance that she could have been assigned sections of English 200 at one of the Centers. I do not agree with this statement. Those sections were assigned to instructors who have been teaching English 200 for more semesters than she has in alignment with the requirements of the Collective Bargaining Agreement.

Therefore, the grievance is denied.

EXHIBIT L

May 6, 2019

To: Arturo Reyes, President
From: Melissa Timmen, Instructor
Re: Level III Grievance

I hereby move this grievance to Level III. I continue to grieve per the rationale stated in the original grievance as well as the following. In denying the grievance at Level II, Ms. Polak (regarding English 200) stated that the "one assigned to a part-time instructor is assigned to someone who has taught for the college longer than Ms. Timmen and has many more years of experience teaching transfer level English." This is inaccurate. As shown by the documents attached, there are two instructors assigned to teach English 200 in the Fall who are far less senior than myself. Angela Metzger was hired in Spring 2018, and Aaron Bailey was hired in Fall 2018. Both are assigned to the Lake campus. I have taught previously at other Mendocino College Centers. I was ready and willing and remain ready and willing to teach at any of the Mendocino College Centers: Ukiah, Lake, North County, or Coast. I have experience with English 200 and have shown that less senior people have been assigned to those classes that I am able and willing to teach. I continue to be available, and I have the qualifications, course history, and good evaluations to be assigned English 200—yet, I was not.

I also believe it is irrelevant that anyone might have (again per Ms. Polak's letter) taught "English 200 for more semesters" than I did. The contract does read that "date of hire and course history" should be taken into account when making assignments; however, I have a much earlier date of hire, and nowhere does the contract state that it is relevant who has the "most" course history, only that one have history teaching the course. Furthermore, even if it were relevant, it is unlikely that someone just hired has "more" course history—but it doesn't really matter anyway.

As remedy, I continue to request assignment to two sections of English 200; however, I would be willing to accept assignment to other English courses or any other remedy as agreed by both parties.

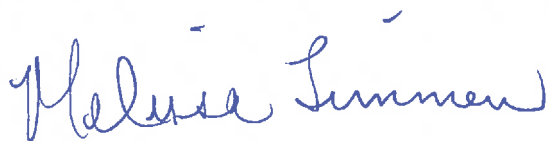


EXHIBIT M



OFFICE OF THE SUPERINTENDENT / PRESIDENT

J. ARTURO REYES

To: Melissa Timmen

From: Arturo Reyes, Superintendent/President

A handwritten signature in black ink, appearing to be "AR", is written over the "From:" line.

Date: May 23, 2019

Re: Level III Grievance

After reviewing Ms. Timmen's grievance, I have determined that Dean Montes and Vice President Polak have accurately interpreted and executed the Collective Bargaining Agreement regarding class assignments for Fall 2019. Ms. Timmen argues that because there are instructors assigned to English 200 with a more recent hire date, it was "unlikely that someone just hired has more course history."

After reviewing the matter and the course history, it was determined the District acted appropriately in applying the criteria listed in 4.1.3 to correctly determine the most appropriate assignments. Therefore, the Level III grievance is denied.

EXHIBIT N

ARTICLE 14 - GRIEVANCE PROCEDURE

Purpose:

To provide an orderly procedure for reviewing and resolving grievances promptly.

14.1 Definitions:

- 14.1.1 Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
- A. "Grievance" as defined in this Agreement shall be brought only through this procedure.
- B. Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or, administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate process determined by present existing policies.
- 14.1.2 Grievant: Any member of the bargaining unit covered by the terms of this Agreement.
- 14.1.3 Day: A "day" (for purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.
- 14.1.4 Immediate Supervisor: The immediate supervisor is the first District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant. This is generally the Dean of Instruction or Center Coordinator; it is not to be the full-time faculty mentor/evaluator.

14.2 Time Limits:

- 14.2.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- 14.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 14.2.3 Time is of the essence in all processing of grievances.

14.2.4 Time limits and steps may be waived by mutual written consent of the parties.

14.3 Other Provisions:

14.3.1 Member Rights: Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. No probationary member may use this Grievance Procedure in any way to appeal a discharge decision by the Board not to renew his/her contract for employment. No member shall use this Grievance Procedure to appeal any Board decision if such decision is applicable to a state or federal regulatory commission or agency, or state or federal law.

14.3.2 The grievant may be represented by a designee of the Association at any step of this Grievance Procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the Association on matters subject to this Grievance Procedure. District shall submit to the Association copies of any formal written grievance two (2) days after its filing.

14.3.3 Grievance Processing - Limits: Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than fifteen (15) days prior to notification of Level 1 with the immediate supervisor shall not be processed by the District.

14.4 Procedural Steps:

14.4.1 Level 1

A. Within fifteen (15) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall notify by personal direct contact, written or verbal, the immediate supervisor or designee of the alleged grievance.

B. Within five (5) days following notification of the immediate

supervisor or designee, the employee shall discuss with the immediate supervisor or designee the alleged grievance.

- C. If a satisfactory resolution is not reached within two (2) days of the discussion, the grievant shall present, within two (2) days thereafter, on the "Statement of Grievance Form", attached hereto as Exhibit 1, the Grievance in writing to the supervisor, or designee.
- D. The supervisor, or designee, shall communicate the decision to the employee in writing within three (3) days after receiving the grievance. The grievant, supervisor, or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

14.4.2 Level II

- A. In the event the grievant is not satisfied with the decision at Level 1, the decision may be appealed on the appropriate approved form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.
- C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant, the next higher manager, or designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

14.4.3 Level III

- A. If the grievant is not satisfied with the decision of Level II, he/she may appeal the decision in writing within five (5) days to the Superintendent/President, or designee.
- B. The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.
- C. The Superintendent/President, or designee, shall communicate the decision in writing to the grievant within fifteen (15) days.

Either the grievant, the Superintendent/President, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

(Advisory Arbitration is for the exclusive use of the Association. A grievant not represented by the Association shall, if not satisfied with the decision of Level III, within five (5) days, appeal the decision to the Board of Trustees.)

14.4.4

Level IV - Mediation

- A. If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has occurred pursuant to the provisions of Level Three, the grievance shall be referred to grievance mediation.
- B. The Association shall request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance.
- C. At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant and the District for the purpose of resolving the grievance.
- D. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- E. In the event that the grievant, the Association and the Superintendent/President or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to level Five.

14.4.5

Level V - Advisory Arbitration

- A. In the event the Association is not satisfied with the decision at Level IV, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration.
- B. Within five (5) days of receipt of the demand, the District shall

request of the California State Mediation and Conciliation Service, or other sources as the parties mutually agree upon, a list of seven (7) qualified arbitrators.

C. The arbitrator shall be selected within five (5) days, following receipt of the list of alternative striking names until only one (1) name remains -- such person shall be the arbitrator.

D. It shall be the function of the arbitrator, and he/she is so empowered except as his/her powers are herein limited, to make recommended decisions in cases of alleged violations of the specific Articles and sections of this Agreement.

1. The arbitrator shall have no power to:

a. Add to, subtract from, disregard, alter or modify the terms of this Agreement;

b. Establish, alter, modify or change any salary structure;

c. Rule on:

1. Termination of the services of, or failure to re-employ any probationary teacher;

2. Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;

3. Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.

2. The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

a. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's

fees and expenses. Conversely, where an arbitrator's decision is in favor of the District and the Association appeals the affirmed decision to the courts, the Association agrees to pay the full costs of the arbitrator's fees and expenses.

3. Arbitration hearings may proceed under the rules as established by the arbitrator.
4. Arbitration hearings shall be conducted, wherever possible, within ten (10) days after selection; and the arbitrator shall be requested to provide recommendations, wherever possible, within ten (10) days of the hearing completion.
5. Advisory Arbitration Awards shall be in writing and furnished each party to the hearing.

14.4.6 Level VI - Board of Trustees

A. With Advisory Arbitration:

1. The Board shall consider the arbitrator's decision in public or closed session at its discretion at its next regular meeting, after receipt, provided a minimum seven (7) days elapse from receipt until the Board meeting.
2. The Board may implement the recommendations, may not implement in any way, may meet with the Association to discuss other alternatives, or may take other actions at its sole discretion.
3. The Board shall, within ten (10) days thereafter, submit its decision, in writing, to the Association.
4. The decision rendered shall be final as to the District. The Association reserves its full legal remedies including resource to court action.

B. Without Advisory Arbitration:

1. The Board shall consider the appeal in public or closed session, at the grievant's discretion, at its next regular meeting after receipt, provided a minimum fifteen (15) days elapse from receipt until the Board meeting.

2. The Board may consider the appeal based solely upon the written record, or may request the grievant to attend such session for a hearing on the matter.
3. The Board shall, within fifteen (15) days after the hearing, submit its decision, in writing, to the grievant.
4. The decision rendered shall be final as to the District. The grievant reserves his/her full legal remedies including recourse to court action.

SUBJECT: SIGNATURE AUTHORIZATION FOR INTERIM
SUPERINTENDENT/PRESIDENT – RESOLUTION 08-19-02

SYNOPSIS:

Board of Trustees signature authorization for Eileen Cichocki in accordance with California Education Code Sections 85230-85233, 70902 (14 (d), and other legal provisions.

RECOMMENDATION:

The Interim Superintendent/President recommends adoption of Resolution 08-19-02.

ANALYSIS:

California Education Code Sections 85230-85233 authorize the Board of Trustees to approve signature authorizations allowing District employees to approve payments against District funds. California Education Code Section 70902 (14) (d) and other legal provisions authorize the Board of Trustees to approve signature authorizations allowing District employees to sign orders and other documents on behalf of said community college district.

Reference Board Policy 2430, Delegation of Authority to the Superintendent/President

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby adopt attached Resolution No. 08-19-02 giving signature authorization to Eileen Cichocki, Interim Superintendent/President from August 3, 2019 until rescinded.

RESOLUTION NO. 08-19-02

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

AUTHORIZATION TO SIGN ON BEHALF OF THE BOARD OF TRUSTEES

Ukiah, California

August 14, 2019

Pursuant to the provisions of Education Code Sections 85230-85233 and 70902 (14) (d), and other legal provisions, the members of the Board of Trustees of the above-named school district hereby authorize the officer or employee whose name and specimen signature appear below to sign orders and other documents on behalf of the Board of Trustees of said community college district beginning August 3, 2019 until rescinded, subject to further Board actions limiting or extending this authority and notification to the County Superintendent of Schools and the County Auditor of such action.

EILEEN CICHOCKI

IS AUTHORIZED TO SIGN THE
FOLLOWING ON BEHALF OF
THE BOARD OF TRUSTEES

Specimen Signature

Contracts of Employment	<u> X </u>
Payroll Orders	<u> X </u>
Purchase Orders	<u> X </u>
Warrants	<u> X </u>
Register of Warrants	<u> X </u>
Journal Voucher Request	<u> X </u>
Board Minutes	<u> X </u>
Board Resolutions	<u> X </u>
Endorsements of Checks	<u> X </u>
Contracts	<u> X </u>
Bank Accounts	<u> X </u>
Approved Courses of Instruction and Curriculum	<u> X </u>

Signatures of a majority of the Board of Trustees:

Ed Nickerman	_____
Robert Jason Pinoli	_____
Xochilt Martinez	_____
Paul Ubelhart	_____
Marie Myers	_____
John Tompkins	_____

SUBJECT: SIGNATURE AUTHORIZATION FOR DIRECTOR OF HUMAN
RESOURCES – RESOLUTION 08-19-03

SYNOPSIS:

Board of Trustees signature authorization for Nicole Marin in accordance with California Education Code Sections 85230-85233, 70902 (14 (d), and other legal provisions.

RECOMMENDATION:

The Interim Superintendent/President recommends adoption of Resolution 08-19-03.

ANALYSIS:

California Education Code Sections 85230-85233 authorize the Board of Trustees to approve signature authorizations allowing District employees to approve payments against District funds. California Education Code Section 70902 (14) (d) and other legal provisions authorize the Board of Trustees to approve signature authorizations allowing District employees to sign orders and other documents on behalf of said community college district.

Reference Board Policy 2430, Delegation of Authority to the Superintendent/President

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby adopt attached Resolution No. 08-19-03 giving signature authorization to Nicole Marin, Director of Human Resources from April 1, 2019 until rescinded.

RESOLUTION NO. 08-19-03

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

AUTHORIZATION TO SIGN ON BEHALF OF THE BOARD OF TRUSTEES

Ukiah, California

August 14, 2019

Pursuant to the provisions of Education Code Sections 85230-85233 and 70902 (14) (d), and other legal provisions, the members of the Board of Trustees of the above-named school district hereby authorize the officer or employee whose name and specimen signature appear below to sign orders and other documents on behalf of the Board of Trustees of said community college district beginning April 1, 2019 until rescinded, subject to further Board actions limiting or extending this authority and notification to the County Superintendent of Schools and the County Auditor of such action.

NICOLE MARIN

IS AUTHORIZED TO SIGN THE
FOLLOWING ON BEHALF OF
THE BOARD OF TRUSTEES

Specimen Signature

Contracts of Employment

Payroll Orders

Purchase Orders

Warrants

Register of Warrants

Journal Voucher Request

Board Minutes

Board Resolutions

Endorsements of Checks

Contracts

Bank Accounts

Approved Courses of Instruction and Curriculum

X

X

X

X

X

Signatures of a majority of the Board of Trustees:

Ed Nickerman

Robert Jason Pinoli

Xochilt Martinez

Paul Ubelhart

Marie Myers

John Tompkins

ITEM NO: 7.7

DATE: August 14, 2019

SUBJECT: RESCIND ORIGINAL SIGNATURE AUTHORIZATION – RESOLUTION 12-12-02 AND 02-15-02

SYNOPSIS:

Rescinding Board of Trustee signature authorization for Arturo Reyes and Sabrina Meyer in accordance with California Education Code Sections 85230-85233 dealing with authorization for and payment against District Funds.

RECOMMENDATION:

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

ANALYSIS:

Education Code Sections 85230-85233 authorizes the Board of Trustees to approve signature authorizations allowing District employees to approve payments against District funds.

Resolution 12-12-02 authorized Arturo Reyes to sign orders and other documents on behalf of the Board of Trustees of said community college district beginning January 7, 2013 until rescinded. His resignation on August 2, 2019 results in the need to rescind his signature authority.

Resolution 02-15-02 authorized Sabrina Meyer to sign orders and other documents on behalf of the Board of Trustees of said community college district beginning February 11, 2015 until rescinded. Her resignation on October 31, 2018 results in the need to rescind her signature authority.

Reference Board Policy 2430, Delegation of Authority to the Superintendent/President

MOTION/ACTION:

RESOLVED, that the Mendocino-Lake Community College District Board of Trustees does hereby approve rescinding Resolution 12-12-02 which granted signature authorization to Arturo Reyes as Superintendent/President effective August 2, 2019 and Resolution 02-15-02 which granted signature authorization to Sabrina Meyer, Director of Human Resources effective October 31, 2018.

ITEM NO: 7.8
DATE: August 14, 2019

SUBJECT: CHILD DEVELOPMENT CENTER CONTRACT – RESOLUTON 08-19-04

SYNOPSIS:

The California Department of Education has provided a General Child Care & Development Program Contract (CCTR-9141), with a Maximum Reimbursable Amount of \$195,889.00.

RECOMMENDATION:

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

ANALYSIS:

Mendocino-Lake Community College District contracts with the California Department of Education, Child Care Division to provide subsidized childcare and education for children of students, staff and faculty, and community families at Mendocino College Child Development Center.

Reference Board Policy 6340, Bids and Contracts

MOTION/ACTION:

RESOLVED, that the Board of Trustees of the Mendocino-Lake Community College District does hereby adopt Resolution 08-19-04, California Department of Education Contract Number CCTR-9141 in the amount of \$195,889.00.

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

RESOLUTION 08-19-04

GENERAL CHILD CARE & DEVELOPMENT PROGRAM CONTRACT (CCTR-9141)

BE IT RESOLVED that the Board of Trustees of the Mendocino-Lake Community College District authorizes entering into local agreement number CCTR-9141 and that the persons who are listed below are authorized to sign the transaction for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Eileen Cichocki</u>	<u>Interim Superintendent/President</u>	_____
<u>Eileen Cichocki</u>	<u>Vice President of Admin. Services</u>	_____

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

Ayes _____ Noes _____ Abstain _____ Absent _____

PASSED AND ADOPTED THIS 14th day of August, 2019, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

I, Ed Nickerman, Clerk of the Board of Trustees of the Mendocino-Lake Community College District, of Mendocino and Lake Counties, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

ITEM NO: 7.9
DATE: August 14, 2019

SUBJECT: CHILD DEVELOPMENT CENTER CONTRACT – RESOLUTON 08-19-05

SYNOPSIS:

The California Department of Education has provided a General Child Care & Development Program Contract (CSPP-9293), with a Maximum Reimbursable Amount of \$240,723.00.

RECOMMENDATION:

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

ANALYSIS:

Mendocino-Lake Community College District contracts with the California Department of Education, Child Care Division to provide subsidized childcare and education for children of students, staff and faculty, and community families at Mendocino College Child Development Center.

Reference Board Policy 6340, Bids and Contracts

MOTION/ACTION:

RESOLVED, that the Board of Trustees of the Mendocino-Lake Community College District does hereby adopt Resolution 08-19-05, California Department of Education Contract Number CSPP-9293 in the amount of \$240,723.00.

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

RESOLUTION 08-19-05

GENERAL CHILD CARE & DEVELOPMENT PROGRAM CONTRACT (CSPP-9293)

BE IT RESOLVED that the Board of Trustees of the Mendocino-Lake Community College District authorizes entering into local agreement number CSPP-9293 and that the persons who are listed below are authorized to sign the transaction for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Eileen Cichocki</u>	<u>Interim Superintendent/President</u>	_____
<u>Eileen Cichocki</u>	<u>Vice President of Admin. Services</u>	_____

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

Ayes _____ Noes _____ Abstain _____ Absent _____

PASSED AND ADOPTED THIS 14th day of August, 2019, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

I, Ed Nickerman, Clerk of the Board of Trustees of the Mendocino-Lake Community College District, of Mendocino and Lake Counties, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

SUBJECT: NOTIFICATION OF CLASSIFIED LAYOFFS – RESOLUTION 08-19-06

SYNOPSIS:

Adoption of Resolution 08-19-06, Notification of Classified Layoffs

RECOMMENDATION:

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

ANALYSIS:

The District was awarded HEP (High School Equivalency Program) grants from the U.S. Department of Education for the period July 1, 2014 through June 30, 2019. Funding was temporarily extended through October 31, 2019, pending final determination of grant continuation.

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 current funding extension for the HEP program will end October 31, 2019 consequently eliminating the categorically-funded positions related to the projects. However, based on budget considerations, there is enough funding extend that temporary period through December 31, 2019.

The ending of the grant has created the need to terminate specific classified positions, as reflected on Resolution 08-19-06, Notification of Classified Layoffs. 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 send layoff notices. The required notice will be sent to the affected Classified 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 08-19-06 and directs the Interim Superintendent/President to send lay-off notices to those individuals currently employed in the HEP categorically-funded positions.

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

RESOLUTION 08-19-06

NOTIFICATION OF CLASSIFIED LAYOFFS

WHEREAS, due to lack of work and/or lack of funds, 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 discontinued or reduced by the following extent.

HEP Outreach Specialist	Eliminate	(1) position	Effective December 31, 2019
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Program Manager-HEP	Eliminate	(1) position	Effective December 31, 2019
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NOW, THEREFORE, BE IT RESOLVED that the HEP Outreach Specialist and HEP Program Manager positions will be discontinued and/or reduced to the extent set forth above.

BE IT FURTHER RESOLVED that the administration hereby is authorized and directed to give notice of layoff to the affected classified employees of the District pursuant to the Education Code not later than 60 days prior to the effective date of layoff as set forth above.

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

PASSED AND ADOPTED THIS 14th day of August, 2019, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

Eileen Cichocki, Secretary
Board of Trustees

Date

SUBJECT: STUDENT EQUITY PLAN

SYNOPSIS:

Board approval of the 2019-2022 Student Equity Plan.

RECOMMENDATION:

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

ANALYSIS:

The Equity Plan being presented is the result of a thorough process that incorporated constituent feedback and support. Initiated in the Equity Committee, this plan was developed using input and direct assistance from its members. Comprised of representatives from all college constituent groups and co-chaired by management and faculty representatives, the Equity Committee worked throughout the Spring 2019 semester to develop the plan before you.

The plan itself incorporates work that is currently being done at the College and efforts we will be moving towards to reduce the identified equity gaps. This plan serves to capture the work Mendocino College will be pursuing to address equity gaps from 2019-2022. The Equity Plan, which is required as part of the Student Equity and Achievement Program guidelines and supports the Chancellor's Office Vision for Success, has also been reviewed by Academic Senate and is now before you for consideration.

This plan has been added to our website and will be submitted to the Chancellor's Office for review. The metrics that comprise the plan have been identified by both the Chancellor's Office and by our college. Ultimately, this work is in support of our equity efforts and looks to remove all equity gaps for our disproportionately impacted student groups.

Reference Board Policy 5050, Student Success and Support Program

MOTION/ACTION:

RESOLVED, that the Board of Trustees of the Mendocino-Lake Community College District does hereby approves the 2019-2022 Student Equity Plan as presented.



Student Equity Plan and Executive Summary 2019-2022

EXECUTIVE SUMMARY

Equity is a cornerstone of all that we do at Mendocino College as we implement Guided Pathways. Mendocino College faculty, staff and administrators look through an ‘equity lens’ in order to be continually mindful of equity gaps for our students as we develop our planning processes. As part of a continuous improvement model, the Student Equity Committee has approved and supported goals with an eye towards increasing course completion rates for all students with a special focus on targeted populations. One of the ways that we have supported equity include the Student Equity Lending Library, where Student Equity funds paid for items such as graphing calculators and textbooks that can be borrowed by students identified in our equity plan as disproportionately impacted. The lending library was further expanded by acquiring Chromebooks for students to borrow as needed to complete their coursework. The Student Equity Committee has also identified the work at the Native American Student Resource Center (NASRC) as vital to providing support to a disproportionately impacted student group. Funding has been utilized from this program to staff the center in order to provide students with support services throughout the academic year. The NASRC has also been linked with the thriving MESA program and Learning Center for tutoring and support services. Student Equity funds were also utilized to hire a full-time outreach and student support specialist that focuses on providing assistance to our Native American students and other students identified as being disproportionately impacted in our Student Equity plan.

The Student Equity Committee, and Mendocino College as a whole, supports an environment where faculty, staff and administrators develop a deep understanding of multiculturalism and how institutional barriers lead to equity gaps among our disproportionately impacted student groups. In order to close the equity gaps, Mendocino College is continually working to provide students with a welcoming campus environment, inclusive of their different cultural backgrounds. By having a welcoming environment, students will be more likely to remain enrolled and be on a good path to complete their certificate or degree. To that end, Mendocino College has greatly increased the organization and promotion of culturally diverse events on campus. We’ve had campus celebrations recognizing the Native American community we serve, film screenings relating to the history of African Americans, supported the long running Latino Student Retreat and have developed an inclusive and collaborative approach to promote these events within our community. From 2014-2017, Mendocino College contracted with USC’s Center for Urban Education (CUE) to help advance our equity work. CUE engaged several work groups of faculty, classified staff and administrators. The work groups examined equity gaps in student success and completion rates; scrutinized student experiences with student services on campus; and pursued professional development opportunities for our campus community. Faculty in Math and English examined their throughput rates for different student groups; work which contributed to acceleration in advance of AB705. Another significant outcome of this work was the revision of the matriculation process and improved communication to students about that process. A CUE work group of counselors, instructional faculty, and staff discovered that students had often been lost through our

confusing on-boarding process. Classified work groups advanced more transparency in the hiring process for students with work study and wider availability of textbooks for students in financial need. CUE also initiated professional development on "equity-mindedness" and implicit bias. Faculty, staff, and managers have all participated in lectures and workshops on equity and cultural awareness. Interviews conducted by CUE upon their exit in 2017 demonstrate that Mendocino College employees who had participated in CUE activities had a high awareness of their own biases, structural inequalities that create different realities for students, and the college's obligation to meet student needs in a different way.

One of the many projects started as part of our work with CUE was the Faculty Equity Project. The Faculty Equity Project is another example of a Student Equity funded activity that provides professional development and supports faculty in implementing practices and materials which promote student success and persistence in their course program. This semester long program allows faculty the opportunity to work with each other in developing equity minded practices that aim to reduce the unintentional barriers placed for students in the classroom. Using a peer observation model, faculty work with each other to develop their skills and be better able to provide students from all backgrounds with the attention and support they need to be successful. The Faculty Equity Project provides faculty with an awareness of how implicit bias creates inequities in education. Faculty assess their practices, policies, services, and curricula that impact inequities in student success through a process of guided self-inquiry. The project helps to close racial/ethnic gaps in student outcomes and improve student success through course-completion data review, discussions, and classroom and syllabi evaluation through an equity lens. Faculty are asked to set strategic goals aimed at closing gaps in student success and devise actions to take to support equitable outcomes in their course(s).

As mentioned in our Integrated Plan, an effective plan is grounded in data. Thus, identifying and monitoring achievement gaps is an important activity that we continue to perform. Our institutional is continuously looking to see if we are closing these gaps and analyzing the effectiveness of our various activities. Further, it remains important to pay attention to the data to monitor any groups that may not have originally been targeted with a mind towards closing all achievement gaps. Mendocino College is committed to advancing equity work through the utilization of our participatory governance process, primarily through the recommendations made by the Student Equity Committee and other equity related work within the institution.

About Mendocino College

The Mendocino-Lake Community College District was formed in September 1972 by vote of the citizens of the Anderson Valley, Laytonville, Potter Valley, Round Valley, Ukiah, and Willits Unified School Districts. Planning for the development of the initial offerings of the College occurred in the Spring of 1973, with the first classes offered in July 1973.

Expansion of the District to include the Lake County Districts of Upper Lake, Kelseyville, and Lakeport occurred by vote of the citizens on November 5, 1974. The new District boundaries,

established in July 1975, encompass 3,200 square miles of service area. In 1981 the name of the District became Mendocino-Lake Community College District to better reflect the geographical area being served. In 2017, Mendocino acquired the Coast Center in Fort Bragg from College of the Redwoods. This acquisition expanded Mendocino College's service area to the surrounding coastal community.

Our Mission

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 through high-quality and innovative instruction, providing individual attention to student needs in an inclusive and accessible learning environment. Mendocino College embraces its role as an intellectual, economic and cultural anchor for the region.

Our Vision

Mendocino College faculty, staff and students inspire each other to engage in quality educational experiences to achieve student success.

Within this partnership, all members share a mutual accountability for student success. Faculty and staff serve as the catalyst for students actively engaged in the learning process; students accept their responsibility to define their goals and to work actively toward them.

Our Core Values

Student Success: We are committed to helping students achieve their educational goals.

Collaboration: We participate in our communities to become informed about and engaged in local and global issues. We work and communicate collegially, both on campus and in our communities.

Respect: We recognize the worth of individuals by encouraging active participation, open exchange of ideas and collaborative decision making.

Integrity: We maintain public trust by being honest, fair and equitable and by honoring our commitments to our students, staff and communities.

Diversity: We respect the dignity of each individual; we value the creativity and insight that emerge from individual differences; and we recognize the importance of diversity in achieving our goals.

Continuous Improvement: We work to integrate the best practices in education and to ensure progress toward achieving our goals by operating in a culture of evidence.

Sustainability: We embrace sustainable practices and recognize our responsibility as global citizens.

Strategic Goals

1. Support and enhance an equitable campus culture and environment to support a diverse student population through vibrant, relevant and inclusive campus and community experiences.
2. Support and create more professional development opportunities that will strengthen our inclusive, equitable and ethnically diverse college and community.
3. Foster ongoing student, faculty and staff learning communities where continued reflection, growth, and support promote campus diversity, equity and student success.
4. Develop classroom practices which value diverse student voices and experiences, create safe learning environments.
5. Assess the needs of students and employers to support and expand Career Technical Education programs.

Equity Gap Data Analysis

The Student Equity Plan focuses on reducing equity gaps in the following areas: Access (Successful Enrollment); Retention (Fall to Spring); Transfer to a four-year institution; Completion of transfer level math and English; Earned credit certificate over 18 units, associate degree, CCC bachelor's degree. The following is an analysis of the most recent Mendocino College data relating to the Student Equity Metrics disaggregated by race/ethnicity. The data within was collected from Mendocino College's Institutional Researcher and from the Chancellor's Office.

Target Groups

The work of the Mendocino College Student Equity Committee has focused on an analysis of campus data and discussions of equitable practices to support student success for all Mendocino College students, with special focus on the targeted populations - Foster youth, African American students, Native American students and Veterans. Both the Student Equity Committee and the District as a whole recognize that services developed to serve the targeted populations will also serve all Mendocino College students.

Access (Student Enrollment) in 2017/2018				
Target Population(s)	Headcount for the base year	The % of headcount for the base year	% of adult population within the community served (proportion)	Gain or loss in proportion (Percentage point difference with +/- added)*
American Indian / Alaska Native	429	6%	3%	3%
Asian	283	4%	1%	3%
Black or African American	167	2%	1%	1%

Hispanic or Latino	2605	34%	16%	18%
Native Hawaiian or other Pacific Islander	35	0.45%	0.13%	0.32%
White	4050	53%	76%	-23%
Other/Unknown/Multi-Race	87	1%	2%	-1%
Total of 8 cells above	7656			

Retention (Fall to Spring)			
Target Population(s)	Then # of New to term students for Fall 2017	The # of New to term students for Fall 2017 who persisted on to Spring 2018	
American Indian / Alaska Native	36	25	69%
Asian	18	16	89%
Black or African American	10	6	60%
Hispanic or Latino	288	204	71%
Native Hawaiian or other Pacific Islander	3	2	67%
White	292	197	67%
Some other race	5	4	80%
Unknown Race/Ethnicity	2	1	50%
ALL STUDENTS	654	455	70%

Transfer to a 4-year Institution (UC/CSU) in 2017-2018					
Target Population(s)	Headcount for the base year	The % of headcount for the base year	The # of TRANSFERS for the base year	The % of DEGREES/CERTIFICATES received in the base year	Comparison to the all student average (Percentage point difference with +/- added)*
American Indian / Alaska Native	429	6%	3	2%	-4%
Asian	283	4%	6	5%	1%
Black or African American	167	2%	1	1%	-1%
Hispanic or Latino	2605	34%	45	36%	2%
Native Hawaiian or other Pacific Islander	35	0.45%	0	0%	-0.45%
White	4050	53%	49	40%	-13%
Some other race	25	0.32%	6	5%	4%
Unknown Race/Ethnicity	62	1%	14	11%	10%
All Students	7656		124		

Completion of Transfer Level Math & English			
Target Population(s)	Fall 2017 New to term students who successfully completed one level below or transfer level math or English	Fall 2017 New to term students who completed Transfer level math and English by Spring 2018	
Example Group	#	#	%
American Indian / Alaska Native	11	1	9%
Asian	9	1	11%
Black or African American	3	1	33%
Hispanic or Latino	160	26	16%
Native Hawaiian or other Pacific Islander	1	0	0%
White	120	19	16%
Some other race	1	0	0%
Unknown Race/Ethnicity	0	0	0%
All Students	305	48	16%

Degree/Certificate Completion in 2017/2018					
Target Population(s)	Headcount for the base year	The % of headcount for the base year	The # of DEGREES/CERTIFICATES received in the base year	The % of DEGREES/CERTIFICATES received in the base year	Comparison to the all student average (Percentage point difference with +/- added)*
American Indian / Alaska Native	429	6%	22	5%	-1%
Asian	283	4%	12	3%	-1%
Black or African American	167	2%	10	2%	-8%
Hispanic or Latino	2605	34%	132	31%	-3%
Native Hawaiian or other Pacific Islander	35	0.45%	4	1%	0.55%
White	4050	53%	236	56%	3%
Some other race	25	0.32%	0	0%	-0.32%
Unknown Race/Ethnicity	62	1%	5	1%	
ALL STUDENTS	7656		421		

Student Equity Metric Goals

Based on a comprehensive review of the most recent institutional data, the following are established as the 2019-2022 Student Equity Goals for our disproportionately impacted student groups.

Student Equity Metrics	Current Baseline Data	Goals 2019-2022	Activities that Support goal
Access: Successful Enrollment	Other/Unknown/Multi-Race, 1% (87)	+1%	A,B,C,D,E,F,G
Retention: Fall to Spring	African American, 60%	African American, 6%	F,G,H,IJ,K,L
Transfer to a four-year institution	Native American, 2% African American, 21%	Native American, +4% African American, +1%	I,M,N,O,P
Completion of transfer level math and English	Native American, 9% Asian, 11%	Native American, +7% Asian, +5%	C,D,E,F,G,H,I,J, K,L,Q,R,S,T
Earned credit certificate over 18 units, associate degree, CCC bachelor's degree	Native American, 5% Asian, 3% African American, 2% Hispanic or Latino, 31%	Native American, +1% Asian, +1% African American, +8% Hispanic or Latino, +3%	D,F,G,H,I,J,K,L, Q,R,S,T,U,V

Activities Aimed at Eliminating Equity Gaps

A	Reg2Go: Mendocino College maintains strong collaboration with high schools and school districts in Mendocino and Lake Counties and the surrounding region, through delivery of services. Reg2go outreach includes Five Steps to success (Application, Orientation, Placement, Education Plan & Counseling, and Enroll) for prospective students, who are also informed about support services at the college. Mendocino College staff have developed a schedule with multiple high schools in our service area for regular visits that provide students with increased access opportunities.
B	Cultural Events: Mendocino College has a long standing tradition of providing students and prospective students with culturally enriching events on campus. Events including the Native American Motivation Day, Native American Heritage Day, Latino Student Retreat, Dia De los Muertos Celebration, film screenings, among others, enrich the campus environment and lead to continued support of a culturally diverse campus community. All of these events provide students, prospective students and community members the opportunity to experience what the college has to offer and promotes a college-going culture.
C	Center Support: Mendocino College has three academic centers (Coast, North County and Lake) that serve our geographically dispersed area. The Student Equity Committee is committed to providing support for activities that enhance the access of students in remote areas within our service region. Funding has been provided to enhance support in these areas, including Round Valley, to ensure that all students have access to the vital resources they need to be successful. Part-time staff, academic materials and supplies have been funded through our Equity program to ensure that students have access opportunities.
D	Implementation of AB705: Effective FALL 2019, all students will have the opportunity to qualify for transfer level Math and English. Students will soon be able to place into Math and English courses using high school records and our new placement questionnaire instead of taking placement tests. Feedback and support for this implementation occurred in multiple participatory governance bodies and was led by the faculty of the Math and English departments. This collaborative approach used an ‘equity lens’ to ensure that students were at the core of the implementation. Math and English faculty have used the participatory governance process to update the course sequences in their respective areas to provide students with access to transfer level courses within their first year, in accordance with AB705. Student will be placed using a multiple measures/self-placement approach, depending on the discipline, that will facilitate student access to transfer level Math and English courses.
E	Integrated Orientation: The Student Services division has made significant improvements to the Student Orientation process to ensure great access for students. The online orientation tool has been continuously improved and is awaiting implementation of a significant update which will utilize additional data in multiple formats, including video. In advance of the Fall 2019 semester, Mendocino College is also organizing a New Student Welcome event which will incorporate aspects of the orientation process to ensure that students receive comprehensive support as we welcome them to the college community.

F	Pomo Pathways: Developed in collaboration with the Coyote Valley Band of Pomo Indians, Pomo Pathways is a one-year program aiming to ease the transition to college for Native American Students. Entering its second cohort in the Fall 2019 semester, students for the program are provided with instruction, tutoring and other support services at the Coyote Valley Education Center for two semesters (Fall/Spring). The previous cohort had a total of 10 local Native American tribes represented among the students, which has significantly improved our support of this disproportionately impacted student group. Pomo Pathways has been a successful collaboration between Mendocino College and Coyote Valley Band of Pomo Indians to provide Native American students with a quality education and support services to promote student success.
G	Native American Student Resource Center (NASRC): Receiving funding from the Student Equity Program, the NASRC provides students with academic and social/emotional support throughout the academic year. Students are able to meet with staff and receive guidance in accessing college resources. The center also organizes student and community events in order to keep students engaged and help with the transition from Fall to Spring semester.
H	Supplemental Instruction (SI) Tutors/Student Mentors: Fall to Spring retention is greatly aided by high course completion rates. At Mendocino College, SI Tutors and Student Mentors provide peer to peer support for students in and outside the classroom. Tutors and mentors pair with faculty and/or support programs to provide students with additional resources supporting their success. SI tutors have been utilized in the classroom, including in the successful Pomo Pathways program, to support the work being done by faculty. Student mentors work with students seeking assistance at several centers, including the First Year Institute (FYI) and NASRC. Completion of transfer level Math and English during the students first year is vital to meet the Vision for Success goals outlined by the Chancellor's Office and in support of the goals developed by Mendocino College. SI Tutors and Student Mentors are being utilized in multiple areas, including the Pomo Pathways program, the Learning Center, FYI, among others, in order to provide students with the support they need as they participate in transfer level courses in their first year at Mendocino College. For example, in the Pomo Pathways program SI tutor support was available during class time (8 hours of SI tutoring per week) and students had one additional hour per week to meet with an SI tutor in Math and/or English. The additional tutor assistance in Basic Skills and college-level courses provided by the SI tutors was just one of the many student support features that added to the success of this program. Additionally, Equity funding was used to secure tutors for these Basic Skills Math and English courses in Fall 2018. The SI tutor attended one lecture per week and one hour of tutoring outside of class in the Learning Center. Basic Skills Math and English courses have been identified to have the largest number of disproportionately impacted students enrolled.
I	Counseling: Student Equity funding is utilized in the counseling department to provide semester long support for students. Particularly in the review of Academic Probation/Dismissal information, the counseling office connects with students to provide them support in order to increase their course completion, remove institutional barriers and link students with a clear success outline that will allow them to meet requirements to advance to the following term. In particular, Counselors reach students and update their education plans to meet the needs of students in light of recent challenges they may be facing. In addition to the general Counseling, the college has dedicated counselors in several programs, such as EOPS, FYI, CAMP and Student Equity groups. These dedicated counselors provide tailored support for students in their areas. All counselors have received and continue to receive continuous professional development to keep abreast of changing transfer requirements. When students meet with our counseling team, they receive an education plan that is directly tied to their institutions of choice and are provided with a clear roadmap for reaching their transfer destination. Counselors, including those that are funded

	directly with equity funding, support students who are seeking to move on to a four-year institution by providing clear information and links to resources that aid them in the transfer process. Counselors hold monthly meetings where they update each other on the latest information regarding our instructional programs. Faculty from different disciplines are able to provide information about their programs and thus update our counselors in order to better assist students. Faculty in areas with certificate offerings participate in this process and are able to share information about their programs. Counselors use this professional development opportunity to link students with available certificate programs.
J	Lending Library: Access to textbooks, calculators and computers has been increasingly difficult for many students, particularly those from disproportionately impacted student groups. Each academic year, the Student Equity Committee has recommended the enhancement of our lending library to provide students with a growing number of textbooks, in addition to calculators and computers they need throughout the semester. The access to this resource highly increases student course completion and promotes fall to spring retention.
K	Veteran Resource Center: Mendocino College recently underwent a process to request the relocation of the Veterans Resource Center in order to meet the growing needs of our veteran population. Following the participatory governance structure of the institution, a recommendation was made to relocate the center to a space that is more than 3 times bigger compared to the previous allocated Veteran Resource Center space. The new space, which will be finalized prior to the start of the Fall 2019 semester, will provide students with increased access to computers, study space, workshops and direct staff support. Creating a dedicated space that is more welcoming to this student group will greatly improve Fall to Spring retention.
L	Early Alert: The Counseling Center is using an Early Alert system, which lets instructors raise an alert when students are struggling academically, so instructors and counselors can intervene early to provide those students with coordinated support and referrals to other campus programs. All faculty are able to access this system to provide cross-functional support for students. Additionally, the following programs require a mid-term report from faculty to provide additional interventions depending on student performance: First Year Institute (FYI), College Migrant Program (CAMP), and Extended Opportunities Programs & Services (EOPS).
M	College & University Day: Each Fall semester, the Counseling Department coordinates a College & University Day event that welcomes students from throughout our service area to discuss enrollment opportunities at many 4-year institutions. In the Fall 2018 semester, the event welcomed representatives from over 20 colleges and universities at our main campus to answer questions and provide vital information for students who are exploring transfer options. The representatives address admission requirements, transfer options, financial aid, and housing questions, among many other topics.
N	College & University Representative Visits: Throughout the academic year, the Counseling Department organizes visits from individual representatives from several colleges and universities. Representatives from UC Santa Cruz, Sonoma State University, and Sacramento State University, among others, have visited campus to offer students individualized support with the transfer process.

O	College/University Visits: Mendocino College supports the use institutionally organized field trips to visit college and university campus within California. Several categorical and academic programs, including FYI, CAMP, MESA, NASRC, EOPS and others, take students on trips to visit colleges and universities in order to explore options available to them. For many of our students, this is the first time they visit a university campus. Therefore it is very important to provide them the opportunity to see what options are available to them and to see themselves on university campus.
P	College & Career Success (CCS) Courses: Faculty have developed a curriculum that greatly explores career and transfer options for students participating in CCS courses. Students receive guidance on possible career opportunities and the paths needed to enter those career fields. Students are also exposed to the resources available to them to explore transfer options. Since the courses are mainly taught by our Counseling faculty, students receive direct support from an expert in transfer requirements and services. CCS courses allow students the opportunity to explore many industries. Certificate offerings are amongst the topics discussed during these classes. Faculty share information with students about how to pursue certificate programs and how they will lead to jobs upon completion.
Q	Professional Development: Professional development will focus on developing practices among faculty and staff which support student success as defined by our goals. Because of emerging technology in education planning, training will be needed to fully implement these important tools. Professional development on guided pathways which allows for inter-departmental collaboration will be key over the next two years. Also, professional development for faculty that allows for an examination of their curriculum, practices and materials will be key in increasing student success. Finally, professional development which increases collaboration between Instruction and Student Services will support achievement of our student success goals.
R	School Supplies: Removing barriers is at the core of reducing student equity gaps. Disproportionately impacted student groups are increasingly unable to secure basic needs to aid their college success, including school supplies. Equity funds have been used to provide students with basic school supplies in order to aid their success in their first year at Mendocino College, which includes their participation in Math and English courses. For example, students in Round Valley have received school supplies, such as pens, paper, calculators, highlighters, etc., at the start of the school year because they are not in close proximity to a large retailer and are often in situations where they are unable to secure those items.
S	Online Tutoring: Mendocino College and the Learning Center has a partnership with NetTutor, providing online real-time tutoring to all Mendocino College Math and English students. This partnership has continued to expand over time and students are able to receive real-time tutoring assistance at any time during the semester to facilitate the completion of their coursework. Thus leading to increased success in Math and English courses.

T	Technology: Student Equity funds have been used to enhance our technology in order to facilitate student success. In particular, Mendocino College is in the process of implementing the Student Planning tool in Colleague, our system of record. Students will be able to use this tool to better inform themselves about progress being made towards the completion of their educational goals, including certificate completion. Full implementation of this system is expected before the end of the Fall 2019 semester. Additionally, Mendocino College has acquired a tool that will allow us the ability to automatically award students with Degrees/Certificates if they meet the program requirements. Previously, students needed to make this assessment on their own or in consultation with a Counselor, then make a formal request of the Admissions & Records Department to request awarding of the certificate. This assessment will now be done automatically by the College to further remove barriers for our students and aid in the completion of degrees/certificates.
U	Career Hub: Mendocino College has reintroduced a career center on campus that will be open to students by the start of the Fall 2019 semester. At the Career Hub, students will be able to explore career opportunities, receive career assessments, utilize resources to identify career possibilities and link their findings with existing offerings at Mendocino College, including certificate programs. The Hub will host workshops and community events linking students with local opportunities and provide information on how our certificate offerings can lead them to employment within the area.
V	Cooperative Work Experience Opportunities and Awareness: Mendocino College has a long standing Cooperative Work Experience program that provides students with increased opportunities to improve their skills while pursuing their studies. Our faculty and staff make connections with local employers to link students with a field of interest in order to enhance their employment prospects. The Student Equity Committee is committed to promote the expansion of this service to students, which will be linked with the newly reintroduced Career Hub.

PROCESS & SCHEDULE

Outline a process and schedule for evaluating the progress made toward meeting your student equity goals.

Mendocino College is committed to a continuous improvement model that relies primarily on the work of the Student Equity Committee and the Office of Institutional Effectiveness, Research and Grants for evaluating the progress being made towards eliminating all student equity gaps. The Student Equity Committee, which is co-chaired by an administrator and a faculty member, is comprised of a cross-functional group of College representatives from all constituent groups at the institution, including students. Community members are also invited to participate in the process, which further enhances the diversity and input from the community we serve towards meeting the needs of all our students. Mendocino College has adopted the following goals, which align with the Vision for Success Goals: Increase all students who earned an Associate Degree (including ADTs); Increase all students who earned a Chancellor's Office Approved Certificate; Increase all students who attained the Vision Goal Completion Definition; Increase all students who earned an Associate Degree for Transfer; Increase all students who transferred to a CSU or UC Institution; Decrease average number of units accumulated by all associate degree earners; Increase median annual earnings of all students; Increase all students who attained, the living wage; Increase all students with a job closely related to their field of study. To this end, the Student Equity Committee and the Office of Institutional Effectiveness, Research and Grants will conduct a review of

progress being made towards meeting those goals by disaggregating the data for all student groups and update activities identified in this plan as necessary. This analysis will occur every Fall and Spring semester by reviewing the latest data upon completion of the previous term. The review of the data and the recommendation of updates in services and activities will be made to the Vice President of Student Services in order to address any needs that arise from the analysis. The Vice President of Student Services will then work with the Student Equity Committee and other appropriate committees to update the activities identified in this plan with the aim of continuously working towards reducing equity gaps and meeting institutional set goals.

SUCCESS CRITERIA

How will your college ensure coordination across student equity-related categorical programs or campus-based programs?

Mendocino College developed the tri-chaired Guided Pathways Implementation Team in order to implement the Guided Pathways framework at our institution. This group, chaired by a faculty member, a classified staff member and an administrator, and which is comprised with equal representation from each employee constituent group and has student members, embodies the collaborative and inclusive approach our institution has developed as part of utilizing an ‘equity lens’ in the work we do. Similarly, the Student Equity Committee, which is represented within the Guided Pathways Implementation Team by sharing some membership, has wide college representation amongst its members. Representatives from Student Services, Instruction and Administrative Services serve on the committee and provide insights from their respective areas of responsibility to greatly contribute to the work being done. Several representatives from different categorical and campus based programs participate on these committees. Furthermore, the Student Services Division, through the Student Equity Committee, Student Services Council and the Office of the Vice President, closely monitors or closely works with all equity, categorical and campus based programs to foster a collaborative approach. Through the participatory governance model, Mendocino College has relied on constituent participation to ensure coordination across multiple committees, departments and divisions. This will continue to be the model used to ensure continued collaboration at our institution.

Chancellor’s Office Student Equity Metrics (NOVA)

The following are metrics provided by the Chancellor’s Office:

Overall Student Population	Baseline	Goal	Percent Increase
Completed Both Transfer-Level Math and English Within the District in the First Year	23	50	117%
Retained from Fall to Spring at the Same College	2236	2400	7%
Enrolled in the Same Community College	3688	3788	3%
Transferred to a Four-Year Institution	279	292	5%
Attained the Vision Goal Completion Definition	338	360	7%

Expenditure of Student Equity Funding: 2015-16, 2016-17 and 2017-18

Disproportionately Impacted (DI) Student Groups							
Demographic	Gender	Metric	Baseline	Min. Equity	Full Equity	Goal	Percent Increase
LGBT	Female	Attained the Vision Goal Completion Definition	2	4	4	4	100%
Foster Youth	Male	Attained the Vision Goal Completion Definition	1	2	2	2	100%
Some other race	Male	Attained the Vision Goal Completion Definition	1	1	2	2	100%
Some other race	Female	Attained the Vision Goal Completion Definition	1	1	2	2	100%
More than one race	Male	Attained the Vision Goal Completion Definition	2	2	3	3	50%
Filipino	Male	Attained the Vision Goal Completion Definition	0	1	1	1	100%
Black or African American	Male	Attained the Vision Goal Completion Definition	4	4	5	5	25%
Asian	Male	Attained the Vision Goal Completion Definition	0	3	3	3	300%
American Indian or Alaska Native	Male	Attained the Vision Goal Completion Definition	4	4	5	5	25%
Disabled	Male	Attained the Vision Goal Completion Definition	7	8	10	10	43%
White	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	2	4	7	7	250%
American Indian or Alaska Native	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	0	1	1	1	100%
Veteran	Male	Enrolled in the Same Community College	39	60	63	63	62%
LGBT	Female	Enrolled in the Same Community College	89	105	110	110	24%
Foster Youth	Female	Enrolled in the Same Community College	78	91	95	95	22%
White	Female	Enrolled in the Same Community College	1152	1299	1351	1351	17%
Black or African American	Male	Enrolled in the Same Community College	75	97	101	101	35%
American Indian or Alaska Native	Female	Enrolled in the Same Community College	89	117	127	122	37%
Veteran	Male	Attained the Vision Goal Completion Definition	4	4	5	5	25%
Veteran	Male	Transferred to a Four-Year Institution	3	4	5	5	67%
American Indian or Alaska Native	Male	Transferred to a Four-Year Institution	2	4	5	5	150%
Veteran	Female	Transferred to a Four-Year Institution	1	2	2	2	100%
Foster Youth	Female	Transferred to a Four-Year Institution	2	3	3	3	50%
White	Male	Transferred to a Four-Year Institution	32	39	48	48	50%
American Indian or Alaska Native	Female	Transferred to a Four-Year Institution	6	7	9	9	50%
Disabled	Male	Transferred to a Four-Year Institution	2	7	9	9	350%
Disabled	Female	Transferred to a Four-Year Institution	8	13	17	17	113%

2015-16 Student Equity Year-End Expenditures Report

2015-16												
Mendocino-Lake CCD												
Mendocino College												
STUDENT EQUITY												
Object Code	Classification	# of FTE(s)	Activity ID	Outreach	Student Services & Categoricals	Research and Evaluation	Student Equity Coordination & Planning	Curriculum/ Course Dev. & Adaptation	Professional Development	Instructional Support	Direct Student Support	Total
1000	Academic Salaries: Position Title(s)											
			Subtotal	\$ 690	\$ 690	\$ -	\$ -	\$ 690	\$ 690	\$ -	\$ 17,086	\$ 19,846
2000	Classified and Other Nonacademic Salaries: Position Title(s)											
			Subtotal	\$ 11,348	\$ 5,623	\$ 12,716	\$ 80,683	\$ 5,726	\$ 5,726	\$ 14,468	\$ 18,125	\$ 154,415
3000	Employee Benefits											
			Subtotal	\$ 3,907	\$ 3,154	\$ 5,908	\$ 46,112	\$ 828	\$ 828	\$ 1,088	\$ 4,973	\$ 66,798
4000	Supplies & Materials											
			Subtotal	\$ 4,850	\$ 2,655	\$ 650	\$ -	\$ -	\$ 7,452	\$ 707	\$ 30,474	\$ 46,788
5000	Other Operating Expenses and Services											
			Subtotal	\$ 6,855	\$ 7,429	\$ 60,309	\$ 6,856	\$ 55,325	\$ 25,345	\$ 2,001	\$ 6,857	\$ 170,977
6000	Capital Outlay											
			Subtotal	\$ -	\$ 6,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,892	\$ 17,559
7000	Other Outgo											
			Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
			Grand Total	\$ 27,650	\$ 26,218	\$ 79,583	\$ 133,651	\$ 62,569	\$ 40,041	\$ 18,264	\$ 98,407	
Total Expenditures cannot exceed the 2015-16 Student Equity Allocation												\$ 486,383

2016-17 Student Equity Year-End Expenditures Report

2016-17												
Mendocino-Lake CCD												
Mendocino College												
STUDENT EQUITY												
Object Code	Classification	# of FTE(s)	Activity ID	Outreach	Student Services & Categoryals	Research and Evaluation	Student Equity Coordination & Planning	Curriculum/ Course Dev. & Adaptation	Professional Development	Instructional Support	Direct Student Support	Total
1000	Academic Salaries: Position Title(s)		Subtotal	\$ 13,939	\$ 13,939	\$ -	\$ 10,319	\$ 13,939	\$ 13,939	\$ 10,320	\$ 14,681	\$ 91,076
2000	Classified and Other Nonacademic Salaries: Position Title(s)		Subtotal	\$ 19,557	\$ 19,557	\$ 12,051	\$ 20,961	\$ 8,910	\$ 19,558	\$ 9,355	\$ 28,224	\$ 138,173
3000	Employee Benefits		Subtotal	\$ 8,236	\$ 8,231	\$ 6,023	\$ 10,045	\$ 4,174	\$ 8,231	\$ 3,522	\$ 9,007	\$ 57,469
4000	Supplies & Materials		Subtotal	\$ 3,742	\$ 1,614	\$ 3,344	\$ -	\$ -	\$ 8,702	\$ 9,125	\$ 12,470	\$ 38,997
5000	Other Operating Expenses and Services		Subtotal	\$ 8,027	\$ 20,774	\$ 10,719	\$ 8,028	\$ 8,947	\$ 33,634	\$ 1,165	\$ 8,028	\$ 99,322
6000	Capital Outlay		Subtotal	\$ 10,986	\$ 10,986	\$ -	\$ -	\$ -	\$ -	\$ 10,986	\$ 10,986	\$ 43,944
7000	Other Outgo		Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,718	\$ 13,718
Grand Total				\$ 64,487	\$ 75,101	\$ 32,137	\$ 49,353	\$ 35,970	\$ 84,064	\$ 44,473	\$ 97,114	
Total Expenditures cannot exceed the 2015-16 Student Equity Allocation												\$ 482,699

Integrated Budget Template: BSI, Student Equity, and SSSP
for fiscal reporting period July 1, 2017 - June 30, 2018

Mendocino-Lake CCD
Mendocino College

Planned Expenditures

Report planned expenditures by program allocation and object code as defined by the California Community Colleges (CCC) Budget and Accounting Manual. Although they appear in the CCC Budget and Accounting Manual, not all expenditures listed are appropriate. Refer to program funding guidelines for more information.

Object Code	Category	Basic Skills Initiative	Student Equity	Credit SSSP	Credit SSSP - Match	Noncredit SSSP	Noncredit SSSP - Match	
1000	Academic Salaries	\$ 95,908	\$ 122,631	\$ 335,498		\$ 2,500		
2000	Classified and Other Nonacademic Salaries	\$ 14,631	\$ 140,774	\$ 65,105	\$ 560,589	\$ 19,186	\$ 24,200	
3000	Employee Benefits	\$ 40,639	\$ 134,902	\$ 144,841	\$ 284,266	\$ 8,068	\$ 11,300	
4000	Supplies & Materials	\$ 1,625	\$ 16,516	\$ 20,095				
5000	Other Operating Expenses and Services	\$ 9,754	\$ 67,876	\$ 86,278		\$ 34		
6000	Capital Outlay			\$ 30,000				
7000	Other Outgo							
	Program Totals	\$ 162,557	\$ 482,699	\$ 681,817	\$ 844,855	\$ 29,788	\$ 35,500	
					Match		Match	
		BSI, SE, & SSSP Budget Total						\$ 1,356,861

*Note: the text "Match" or "Mismatch" should appear at the bottom of each match column to assist in ensuring your allocation to match ratio is at least 1 to 1.

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

SYNOPSIS:

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

RECOMMENDATION:

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

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). The three CCAP agreements were presented for their first reading at the June 12, 2019 meeting.
- 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.

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)

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the CCAP Agreements with Kelseyville Unified School District, Lakeport Unified School District, and Upper Lake Unified School District as presented.

**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 **XXXXXXXXXX**, 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 95482
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Kelseyville Unified School District
ADDRESS
EMAIL
PHONE

3. Dean of Center, Amanda Xu
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95482
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

Eileen Cichocki, Interim 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

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 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:

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 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 95482
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXX

Lakeport Unified School District

ADDRESS

EMAIL

PHONE

3. Dean of Center, Amanda Xu
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95482
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

Eileen Cichocki, Interim 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 95482
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Upper Lake Unified School District
ADDRESS
EMAIL
PHONE

3. Dean of Center, Amanda Xu
Mendocino Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95482
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

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.
- 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 ULUSD 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 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

IX. CTE PROGRAMS

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.

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

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.

d. Books and Supplies

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

e. Support Services

ULUSD 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 ULUSD 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 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

Eileen Cichocki, Interim 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.

SUBJECT: MENDOCINO COLLEGE FOUNDATION REPORT

SYNOPSIS:

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

ANALYSIS:

During their June 11, Foundation Board of Directors meeting the board approved the 2019/20 budget and fundraising plans for the twelve affiliate organizations. In addition, they approved a fundraising “match” program of \$500 for each affiliate organization that fundraises at least that amount in the 2019/20 fiscal year.

The Foundation’s annual Adopt A Fifth Grader “thank you” flyer has been mailed out to all donors and participating school districts. To date, there are 572 AAFG Alumni and to date the Foundation has been in direct contact with 20 of the 31 high school graduates regarding their scholarship funds.

The Governance Committee is actively recruiting new board members for the Foundation Board of Directors.

The Foundation’s website will be refreshed over the next two months and will include some new features for easier access and location of information.

Projects under consideration for this fall, include a new Foundation Biennial Report to the Public; Giving Tuesday campaign to support the Student Emergency Fund at Mendocino College; and Fall Newsletter.

The Foundation will be assisting the Art Department for their upcoming Wild Fire exhibit and play during the month of October.

Researching and developing a fundraising plan for the creation of a permanently funded Promise Program which would offer free tuition to eligible students within our district.

An internal search was recently conducted for an Administrative Assistant II- Foundation Office. We are hopeful to have a new addition to the staff within the next month pending the required district approvals.

The next Foundation Board of Directors meeting will be held on August 13 at the Coast Campus.

Special thanks to the following individuals, businesses, and service clubs for their recent donations and support in excess of \$500:

Beckstoffer Vineyards – Area of greatest need
Jay Epstein – State Farm Match Program – Area of greatest need
Fort Bragg Rotary – Match program for coastal Adopt A Fifth grader Program
Bradford Family Foundation – Scholarships and Adopt A Fifth Grader Program
Jonathon Middlebrook – Friends of the Theatre Arts with special thanks to Reid Edelman

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:

As you know I attended the ASCCC Leadership Institute in June. As with all ASCC events this was well organized, informative and well worth the time. The emphasis of the annual Leadership Institute is how to help bridge the gaps between administration and faculty in an effort to enhance participatory governance and reaffirm the faculty responsibility to governance per Title 5 and AB 1725. I attended a variety of sessions, including:

- Legislative Cycle and Advocacy: Political Landscape and Power Dynamics of Sacramento
- Budget, Legislation, and What Local Faculty Leaders Should Know
- Consultation and Governance
- The Community College Budget
- Resolution Writing
- Empowerment. Leadership. Voice. The Power of Relationship Building for an Effective Academic Senate
- Minimum Qualifications, Equivalency, and Assigning Courses to Disciplines
- Regional Area Meeting: Building A Community

I am encouraged by recent efforts MLCCD has made to work with the constituent leaders. Together we can have a greater positive impact on our students.

As we move towards a new chapter at the College and begin the process to replace our Superintendent / President it is imperative we are very purposeful and deliberate in these efforts and focus on open communication and collaboration.

It is the interest of the faculty that we begin our search immediately. As mentioned previously (June 13th BOT Report), replacing the Superintendent / President is a lengthy process, recently for some districts it has taken 18-24 months.

From discussions with colleagues at other colleges and from ACCJC, it is my understanding that we will fair better with our accreditation review if we demonstrate a concerted effort to replace our Superintendent / President in a timely fashion, rather than waiting until the review is complete. It will be important to demonstrate the steps we are taking, our timeline and progress made in our Institutional Self Evaluation Report (ISER).

I look forward to actively engaging with the board as we move through this process.

Classified Senate:

The following report was submitted by Classified Senate President Jeana Thompson:

The members of the Classified Senate at Mendocino College would like to welcome Interim Superintendent/President Eileen Cichocki and we look forward to working with her.

The Classified Senate held our first meeting on July 30, 2019. The discussion centered on goals we would like to focus on for the ensuing year. The group also decided we would like to once again provide ice cream for the students during the WOW week events. The centers will also be joining us in this activity by providing ice cream to the students at their various locations during their individual WOW week event.

Five classified members attended the Classified Leadership Institute (CLI) in June. Each individual attended a different session provided by the CLI. This was done so the group could take advantage of the many wonderful and informative sessions provided. Our members were then able to summarize the information they obtained from the session they attended for the group. Classified Senate members were also afforded the opportunity to network with classified staff members from many other institutions which proved to be both beneficial and helpful for our participants.

Overall, the Classified Leadership Institute was found to be an informative experience for those in attendance. We are hopeful the knowledge gained by the Classified Senate leadership group will aid in strengthening our Classified Senate not only this year but in years to come.

Management/Supervisory/Confidential:

The following report was submitted by Management/Supervisory/Confidential President Judy Kanavle:

In late June, M/S/C elected a President, Judith Kanavle, and Vice President, Mary Lamb, for the 19/20 academic year. We thank Matt Gordon for his leadership as M/S/C President in 18/19.

The M/C/S constituent group held a special meeting in early August to discuss planning for potential PG&E power outages. Director Lojowsky presented a schedule for managers and classified staff to be on duty for fire watch 24 hours a day at all district campus locations.

Finally, M/S/C is excited that the Board of Trustees has selected Eileen Cichocki as the Interim Superintendent/President for Mendocino-Lake CCD. We feel that Interim Superintendent/President Cichocki is the ideal person to lead us through our upcoming accreditation and our search for a new Superintendent/President for the district.

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

ITEM NO: 9.1
DATE: August 14, 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.

SUBJECT: TRUSTEE APPOINTMENT TO FILL THE VACANCY IN TRUSTEE AREA
#7

SYNOPSIS:

Appointment of a provisional Board Member for Trustee Area #7.

ANALYSIS:

Due to the recent resignation of Trustee Dave Geck and upon receipt of his letter of resignation, the District will move forward with the process to provisionally appoint a person to fill the position who resides within the boundaries of the District's Trustee Area #7.

As part of this process, the board will appoint an ad-hoc committee to review the applications received to fill the vacancy.

2019
Appointment of Provisional Board Member
Replacement for Trustee Area #7 - Southwest Lake County
Tentative Timeline

60-Day Timeline

August 1 – September 29

Wednesday, August 14	Appoint ad-hoc committee at regular meeting
Tuesday August 20	Run newspaper ad in the Lake County Record Bee announcing vacancy
Thursday, August 29	Applications due no later than 4 PM
Tuesday, September 3	Ad-hoc committee reviews applications and determines whom to interview
Wednesday, September 4	Notify candidates selected for interviews on September 11
Wednesday, September 11	Interviews, appointment & oath of office administered at regular meeting at the Coast Center
Week of September 16th	Notice published in UDJ, Record Bee, Willits News and Advocate News – Also posted on all college campuses

ITEM NO: 9.3
DATE: August 14, 2019

SUBJECT: FUTURE AGENDA ITEMS

SYNOPSIS:

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

ITEM NO: 9.4
DATE: August 14, 2019

SUBJECT: TRUSTEE WORKSHOP

SYNOPSIS:

Board discussion about potential dates and times for a Trustee workshop. Potential topics to include:

- Board self-evaluation
- Sexual Harassment Prevention Training

ITEM NO: 9.5
DATE: August 14, 2019

SUBJECT: JOINT MEETING WITH MENDOCINO COLLEGE FOUNDATION

SYNOPSIS:

Board discussion about potential dates and times for a joint meeting with the Mendocino College Foundation.