

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

**June 10, 2020 – 4:00 PM**

**Via Zoom meeting:** <https://cccconfer.zoom.us/j/98905896018>

Or by telephone phone dial: +1 346 248 7799 (US Toll)

Meeting ID: 989 0589 6018

**CALL TO ORDER**

**1. APPROVAL OF AGENDA AND MINUTES**

- 1.1 Agenda Approval
- 1.2 Approval of Minutes of the regular meeting held on May 13, 2020; the special meeting held on May 13, 2020; the special meeting held on May 14, 2020; the special meeting held on May 20, 2020; and the special meeting held on May 27, 2020.

**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. In accordance with the Governor's Executive Order N-29-20, Mendocino-Lake Community College Trustees will be conducting this meeting via teleconference. At the appropriate time on the agenda, the Board President will ask individuals joining the teleconference via phone wishing to make a public comment to unmute themselves by pressing \*6 on their phone and state their full name. Individuals joining the teleconference via computer should list their name in the chat (i.e.: "Member of the public's name would like to speak during public comment"). Once the Board President has received a list of all members of the public who wish to speak, they will call upon each member to speak. After being recognized by the Chair, those wishing to make comments are asked to 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 Conference with Labor Negotiator – Pursuant to Government Code section 54957.6  
Designated Representatives: Cichocki, Polak, Velasco and Marin  
Employee Organizations: MCFT, MPFA, Management Team, MLCCCBU
- 2.2 Conference with Legal Counsel – Anticipated Litigation – Pursuant to Government Code section 54956.9(d) 1 case  
Case names unspecified: Disclosure would jeopardize anticipated settlement negotiations
- 2.3 Public Employee Discipline/Dismissal/Release – Pursuant to Government Code section 54957
- 2.4 Conference with Labor Negotiator - Pursuant to Government Code section 54957.6  
Agency designated representatives: Robert Jason Pinoli  
Unrepresented employee(s): Superintendent/President
- 2.5 Public Employee Appointment – Pursuant to Government Code section 54957  
Title: Superintendent/President

**RETURN TO OPEN SESSION**

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

**PUBLIC COMMENTS**

This time is set aside for general public comments. Additionally, comments may be made at the time of discussion of any item. In accordance with the Governor's Executive Order N-29-20, Mendocino-Lake Community College Trustees will be conducting this meeting via teleconference. At the appropriate time on the agenda, the Board President will ask individuals joining the teleconference via phone wishing to make a public comment to unmute themselves by pressing \*6 on their

phone and state their full name. Individuals joining the teleconference via computer should list their name in the chat (i.e.: "Member of the public's name would like to speak during public comment"). Once the Board President has received a list of all members of the public who wish to speak, they will call upon each member to speak. After being recognized by the Chair, those wishing to make comments are asked to 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.

**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 list of short-term non-continuing personnel as presented
- 4.2 Consideration to approve Personnel List – Part-Time Faculty  
Recommendation to approve the list of part-time faculty as presented
- 4.3 Consideration to approve Lateral Transfer – Classified  
Recommendation to approve the lateral transfer as presented
- 4.4 Consideration to Approve Educational Administrator Contracts  
Recommendation to approve the educational administrator contracts as presented
- 4.5 Consideration to Approve Classified Administrator Contracts  
Recommendation to approve the classified administrator contracts as presented
- 4.6 Consideration to ratify the Mendocino College Federation of Teachers Bargaining Unit/MCFT 2020/21-2022/23 Tentative Agreement  
Recommendation to ratify the tentative agreement as presented
- 4.7 Consideration to ratify the Management Team Tentative Meeting and Confer Agreement, 2020/21  
Recommendation to ratify the tentative agreement as presented
- 4.8 Consideration to ratify the Vice President Salary Schedule 2020/21  
Recommendation to ratify the Vice President salary schedule as presented
- 4.9 Mendocino Part-Time Faculty Association (MPFA/CCA/CTA/NEA), 2021-2024 Successor Contract Reopener  
Recommendation to receive the initial 2021-24 collective bargaining proposal from the Mendocino Part-Time Faculty Association as presented
- 4.10 Mendocino-Lake Community College District Successor Contract Openers to Mendocino Part-Time Faculty Association (MPFA/CCA/CTA/NEA), 2021-2024  
Recommendation to receive the initial 2021-2024 collective bargaining proposal from the Mendocino Part-Time Faculty Association (MPFA, CCA/CTA/NEA) as presented

**5. Other Items**

- 5.1 Fiscal Report as of April 30, 2020  
Recommendation to accept the report as presented
- 5.2 Donations  
Recommendation to accept the donated item as presented

**6. ACTION ITEMS**

- 6.1 Consideration of Employment Agreement for Superintendent/President  
Recommendation to approve the agreement as presented
- 6.2 2020/21 Tentative Budgets  
Recommendation to adopt the 2020/21 tentative budgets as presented
- 6.3 District Order of Priorities for Five-Year Capital Outlay Plan, 2022-2026

- Recommendation to approve the District Priorities for the Five-Year Capital Outlay Plan, 2022-2026 as presented
- 6.4 Child Development Center Contract – Resolution 06-20-01  
Recommendation to adopt resolution 06-20-01 as presented
- 6.5 Child Development Center Contract – Resolution 06-20-02  
Recommendation to adopt resolution 06-20-02 as presented
- 6.6 Board Policy Additions and Revisions – Second Reading  
Recommendation to approve the Board policies as presented
- 6.7 College and Careers Access Pathways (CCAP) Partnership Agreement – Second Reading  
Recommendation to approve the CCAP partnership agreement as presented

7. **BIG PICTURE**

COVID-19 Update

An update on the current status of the impact of the COVID-19 pandemic on the college and our students

8. **INFORMATIONAL ITEMS AND REPORTS**

- 8.1 Health Benefits Report as of April 30, 2020  
An update of the Health Benefits account is presented as information
- 8.2 Mendocino College Foundation, Inc.  
8.2.A Mendocino College Foundation informational report  
8.2.B Friends of the Mendocino College Coastal Field Station and Natural Sciences affiliate
- 8.3 Constituent Group Reports  
Reports from constituent groups are presented as information
- 8.4 Board Policy Additions and Revisions – First Reading  
Revisions and additions to Board policies are presented for information and review
- 8.5 Board Policy Deletions – First Reading  
Board policy deletions are presented as information for review
- 8.6 College and Careers Access Pathways (CCAP) Partnership Agreement – First Reading  
The CCAP partnership agreement is presented for information and review

9. **TRUSTEE COMMUNICATIONS**

- 9.1 Trustee Reports  
Written and oral reports from Trustees are presented as information
- 9.2 Future Agenda Items  
Board discussion about topics to be included on future agendas

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.

**Agenda Packet and Supporting Documents Notice:** The agenda packet and supporting materials can be found on the college website at : <https://www.mendocino.edu/college/board-trustees/board-trustees-agendas-and-minutes>

***Future Board Meetings:***

- Regular Meeting – Wednesday, August 12, 2020, 4:00 PM, via ZOOM

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

A regular meeting of the Mendocino-Lake Community College District Board of Trustees was convened on Wednesday, May 13, 2020 using ZOOM remote meeting technology.

**GENERAL MATTERS**

*Call to Order*                      Trustee Pinoli, Board President, called the meeting to order at 4:02 PM.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Ed Nickerman	present
	Trustee	Xochilt Martinez	present
	Trustee	John Tomkins	present
	Trustee	TeMashio Anderson	present
	Trustee	Noel O'Neill	present
	Student Trustee	Aidan Lagorio	present

*Secretary*                      Eileen Cichocki, Interim Superintendent/President

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

*Staff Representatives*                      Debra Polak, Vice President of Academic Affairs (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 (absent)
	Classified Senate	Jeana Thompson, President (present)
	Management Team	Janelle Bird, President (present)

*Agenda Approval*                      M/S (Nickerman/O'Neill) to approve the agenda as amended. The matter was approved via the following vote:

Ayes	Martinez, Myers, Nickerman, O'Neill, Anderson, Tomkins and Pinoli
Noes	None
Abstentions	None
Absent	None
Advisory	None

*Approval of Minutes*                      M/S (Myers/Nickerman) to approve the minutes of the regular board meeting held on April 15, 2020 as presented. The matter was approved with the following vote:

Ayes	Martinez, Myers, Nickerman, O'Neill, Tomkins, Anderson and Pinoli
Noes	None



Abstentions	None
Absent	None
Advisory	Lagorio

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

### **CLOSED SESSION**

The Board adjourned to Closed Session at 4:08 PM with Board President Pinoli stating items 2.1 and 2.4 would be discussed in closed session.

### **OPEN SESSION**

*Report of Action Taken in Closed Session* The Board returned to open session at 4:44 PM with Board President Pinoli stating there was nothing to report out from closed session.

*Public Comments* • There were no comments from the members of the public at this time.

*Recognition of Retirees* Fran Laughton, Deborah White and Roger Hock were recognized by the board for their years of service to Mendocino College. Debra Polak presented a brief overview of each of their individual tenures at Mendocino College. Deborah White was present at the meeting and shared her thoughts on her tenure at the college as well as with her colleague Roger Hock.

### **PRESIDENT AND ADMINISTRATION REPORT**

A written report was presented by Interim Superintendent/President Cichocki who added the following information:

Interim Superintendent/President Cichocki pointed out the information from her report in the first two paragraphs regarding the budget. We have received word that the revised budget will be made public tomorrow but it is looking very grim at best.

### **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	Anderson, Martinez, Myers, Nickerman, Tomkins, O'Neill, and Pinoli
Noes	None
Abstentions	None
Absent	None
Advisory	Lagorio

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

### **Personnel**

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

*approve the  
personnel list –  
Part-Time Faculty*

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 of  
Rescinded Request  
for Lateral Transfer  
– Classified*

\*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby ratify that the transfer of Cathleen Kucz, Accounting Specialist, is rescinded.

*Consideration of  
Mendocino-Lake  
Community College  
Part Time Faculty  
Bargaining  
Unit/MPFA 2018-  
2021 Tentative  
Agreement*

\*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the 2018-2021 Tentative Agreement between the Mendocino-Lake Community College District and the Mendocino Part-Time Faculty Association (MPFA).

*Fiscal Report as of  
March 31, 2020*

**Other Items**

\*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby accept the fiscal report as of March 31, 2020 as presented.

*Quarterly Fiscal  
Status Report –  
AB2910*

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

*Student Trustee  
Privileges*

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

*Consideration of  
Equal Employment  
Opportunity (EEO)  
Fund Multiple  
Method Allocation  
Model Certification  
Form – Fiscal Year  
2019/20*

**ACTION ITEM**

This item was pulled from the consent agenda for additional background information. Interim Superintendent/President Cichocki informed the board about the history of the report as well as the requirements we have regarding submission to the State each year.

After review and discussion, the board took the following action:

M/S (O'Neill/Myers) to approve the certification of the Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2019/20.

Ayes	Anderson, Martinez, Myers, Nickerman, O'Neill, Tomkins and Pinoli
Noes	None
Abstentions	None
Absent	None
Advisory	Lagorio

## **INFORMATION/ACTION ITEM**

### *Superintendent/President Search*

Board President Pinoli informed the board there are four candidates that have been sent forward by the interview committee for final consideration for the Interim Superintendent/President position. The interview committee consisted of 16 different people including a student as well as a member of the community.

He thanked the committee again for the countless hours they committed to this monumental task. He added the Trustees will be meeting tomorrow with the four finalist candidates and will also be meeting again next week to make their final determination. Next week's meeting will be held on May 20, 2020 beginning at 11:30 AM.

### *Public Hearing on Proposed Battery Energy Storage System*

The Board President opened the public hearing at 5:22 PM.

No members of the public addressed the board regarding the proposed battery Energy Storage System. Hearing no comments, the public hearing was closed at 5:23 PM.

## **ACTION ITEMS**

### *Consideration to Adopt Resolution #05-20-01 Authorizing Administration to Approve Battery Energy Storage System*

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

M/S (Myers/Martinez) that the Mendocino-Lake Community College District Board of Trustees does hereby approve Resolution 05-20-01 and authorizes the Interim Superintendent/President to review and approve a battery energy storage system with SunPower Corporation with the following vote:

Ayes	Anderson, Martinez, Myers, O'Neill, Tomkins and Pinoli
Noes	Nickerman
Abstentions	None
Absent	None
Advisory	Lagorio

### *Classified Professionals Week – Resolution 05-20-02*

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

M/S (Martinez/O'Neill) that the Mendocino-Lake Community College District Board of Trustees does hereby adopt Resolution 05-20-02 in honor of Classified Professionals Week as presented with the following vote:

Ayes	Anderson, Martinez, Myers, Nickerman, O'Neill, Tomkins and Pinoli
Noes	None
Abstentions	None
Absent	None
Advisory	Lagorio

*Board Policies and  
Revisions – Second  
Reading*

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

M/S (Myers/Anderson) that the Mendocino-Lake Community College District Board of Trustees hereby adopts the additions and/or revisions to Board Policy 4225 and Board Policy 4400 as presented with the following vote:

Ayes	Anderson, Martinez, Myers, Nickerman, O'Neill, Tomkins and Pinoli
Noes	None
Abstentions	None
Absent	None
Advisory	Lagorio

*COVID-19 virus  
update*

An update on the current status of the COVID-19 virus pandemic and its impact on the college and it's students was presented by Vice President Polak and Vice President Velasco.

**INFORMATIONAL REPORTS**

*Health Benefits  
Fund Report as of  
March 31, 2019*

The Health Benefits Fund Report as of March 31, 2020 was submitted as information by Nicole Marin, Director of Human Resources.

*Mendocino College  
Foundation, Inc.*

A written informational report was submitted by Katie Fairbairn, Executive Director of the Mendocino College Foundation who stated she had nothing to add.

*Constituents Group  
Reports*

**Academic Senate**

There was no report submitted from the Academic Senate.

**Classified Senate**

Classified Senate President Jeana Thompson stated she had nothing to share at this time.

**Management Team**

A written report was submitted by Management Team President Janelle Bird who stated she had nothing to add.

*Board Policy  
Additions and  
Revisions - First  
Reading*

Board policy 3600 – Auxiliary Organizations and Board policy 6700 – Civic Center and Other Facilities Use were presented as information for review. Discussion and/or adoption of these policies will take place at the June 2020 board meeting.

*College and Careers  
Access Pathways  
(CCAP) Partnership  
Agreement – First  
Reading*

A copy of a new College and Careers Access Pathways (CCAP) partnership agreement with the Round Valley Unified School District is presented as information for review. This agreement will be presented at the June 2020 board meeting for discussion and/or approval by the Board of Trustees.

**TRUSTEE COMMUNICATION**

*Trustee Reports*

Trustees commented orally on their recent college-related activities.

Trustee Anderson stated he had nothing to add at this time.

Trustee Martinez informed the board she appreciated all the hard work from everyone in keeping the College moving forward.

Trustee Myers had nothing to add at this time.

Trustee Nickerman stated his Rotary organization recently awarded 5-\$500 scholarships and a \$1,000 scholarship for students attending Mendocino College.

Trustee O'Neill informed the board he had an in-depth meeting with the Interim-Superintendent President and was very pleased with the information he received.

Trustee Tomkins informed the board members that Shakespeare on the Lake will be taking place virtually this year.

Student Trustee Lagorio stated he had nothing to share.

*Future Agenda Items*

The current list of future agenda items includes:

A presentation on the Disabled Student Programs and Services (DSPS)

Diversity training for Board members

Essential needs for Trustee onboarding

Outreach to the community and the various tribes

What are the plans for the Fire Recovery and Construction Program grant?

General information about advisory committees.

Trustee Pinoli asked his fellow trustees regarding the future agenda items as to whether they would like to move forward with future agenda items or continuing to update the board monthly on the current COVID-19 situation.

The trustees agreed to keep the future agenda items on hold for now and continue with the updates on the COVID-19 situation.

*Adjournment*

With agenda business concluded, Board President Pinoli declared the meeting adjourned at 6:24 PM.

Submitted by:

Eileen Cichocki, Interim 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, May 13, 2020 using ZOOM virtual meeting technology.

**GENERAL MATTERS**

*Call to Order*                      Trustee Pinoli, Board President, called the meeting to order at 3:00 PM.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Xochilt Martinez	present
	Trustee	John Tomkins	present
	Trustee	Ed Nickerman	present
	Trustee	TeMashio Anderson	arrived at 3:30 PM
	Trustee	Noel O'Neill	present
	Student Trustee	Aidan Lagorio	absent

*Secretary*                      Eileen Cichocki, Interim Superintendent/President

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

*Staff Representatives*                      Debra Polak, Vice President of Academic Affairs (absent)  
Ulises Velasco, Vice President of Student Services (absent)  
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Catherine Indermill, President (absent)
	Classified Senate	Jeana Thompson, President (present)
	Management Group	Janelle Bird, President (present)

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

Ayes	Pinoli, Myers, Martinez, Tomkins, O'Neill and Nickerman
Noes	None
Abstentions	None
Absent	Anderson

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

**CLOSED SESSION**

The Board adjourned to Closed Session at 3:04 PM with Board President Pinoli stating item 3.4 will be the only item discussed.

**OPEN SESSION**

*Report of Action  
Taken in Closed  
Session*

The Board returned to open session at 4:00 PM with Board President Pinoli stating there was nothing to report out from closed session.

*Adjournment*

With agenda business concluded, Board President Pinoli declared the meeting adjourned 4:01 PM.

Submitted by:

Eileen Cichocki, Interim 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, May 14, 2020 using ZOOM virtual meeting technology.

**GENERAL MATTERS**

*Call to Order*                      Trustee Pinoli, Board President, called the meeting to order at 9:44 AM.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Xochilt Martinez	present
	Trustee	John Tomkins	present
	Trustee	Ed Nickerman	present
	Trustee	TeMashio Anderson	Arrived at 10:03 AM
	Trustee	Noel O'Neill	present
	Student Trustee	Aidan Lagorio	absent

*Secretary*                      Eileen Cichocki, Interim Superintendent/President

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

*Staff Representatives*                      Debra Polak, Vice President of Academic Affairs (absent)  
Ulises Velasco, Vice President of Student Services (absent)  
Nicole Marin, Director of Human Resources (present)

<i>Constituent Representatives</i>	Academic Senate	Catherine Indermill, President (absent)
	Classified Senate	Jeana Thompson, President (absent)
	Management Group	Janelle Bird, President (absent)

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

Ayes	Pinoli, Myers, Martinez, Tomkins, O'Neill and Nickerman
Noes	None
Abstentions	None
Absent	Anderson

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

**CLOSED SESSION**

The Board adjourned to Closed Session at 9:50 AM with Board President Pinoli stating only item 2.1 will be discussed.

**OPEN SESSION**



*Report of Action  
Taken in Closed  
Session*

The Board returned to open session at 4:15 PM with Board President Pinoli stating there was nothing to report out from closed session.

*Adjournment*

With agenda business concluded, Board President Pinoli declared the meeting adjourned 4:16 PM.

Submitted by:

Eileen Cichocki, Interim 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, May 20, 2020 using ZOOM virtual meeting technology.

**GENERAL MATTERS**

*Call to Order*                      Trustee Pinoli, Board President, called the meeting to order at 11:31 AM.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Xochilt Martinez	present
	Trustee	John Tomkins	present
	Trustee	Ed Nickerman	present
	Trustee	TeMashio Anderson	present
	Trustee	Noel O'Neill	present
	Student Trustee	Aidan Lagorio	absent

*Secretary*                      Eileen Cichocki, Interim Superintendent/President

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

*Staff Representatives*                      Debra Polak, Vice President of Academic Affairs (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 (absent)
	Classified Senate	Jeana Thompson, President (present)
	Management Group	Janelle Bird, President (absent)

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

Ayes	Pinoli, Myers, Martinez, Tomkins, O'Neill, Anderson and Nickerman
Noes	None
Abstentions	None
Absent	None

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

**CLOSED SESSION**

The Board adjourned to Closed Session at 11:42 AM with Board President Pinoli stating items 3.1 and 3.2 will be discussed.

**OPEN SESSION**

*Report of Action  
Taken in Closed  
Session*

The Board returned to open session at 1:42 PM with Board President Pinoli stating there was nothing to report out from closed session. It was noted that Trustee Martinez left the meeting at 1:33 PM due to previous commitments.

*Adjournment*

With agenda business concluded, Board President Pinoli declared the meeting adjourned 1:43 PM.

Submitted by:

Eileen Cichocki, Interim 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, May 27, 2020 using ZOOM virtual meeting technology.

**GENERAL MATTERS**

*Call to Order*                      Trustee Pinoli, Board President, called the meeting to order at 1:03 PM.

<i>Board Members</i>	President	Robert Jason Pinoli	present
	Vice President	Marie L. Myers	present
	Clerk	Xochilt Martinez	present – departed at 1:58 pm
	Trustee	John Tomkins	arrived at 1:19 pm
	Trustee	Ed Nickerman	present
	Trustee	TeMashio Anderson	arrived at 1:57 pm
	Trustee	Noel O'Neill	present
	Student Trustee	Vacant	

*Secretary*                      Eileen Cichocki, Interim Superintendent/President

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

*Staff Representatives*                      Debra Polak, Vice President of Academic Affairs (present)  
Ulises Velasco, Vice President of Student Services (present)  
Nicole Marin, Director of Human Resources (present)

<i>Constituent</i>	Academic Senate	Catherine Indermill, President (absent)
<i>Representatives</i>	Classified Senate	Jeana Thompson, President (present)
	Management Group	Janelle Bird, President (present)

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

Ayes	Martinez, Myers, Nickerman, O'Neill, and Pinoli
Noes	None
Abstentions	None
Absent	Anderson and Tomkins

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

**CLOSED SESSION**

The Board adjourned to Closed Session at 1:06 PM with Board President Pinoli stating items 3.1 and 3.2 will be discussed.

**OPEN SESSION**

*Report of Action*                      The Board returned to open session at 2:06 PM with Board President Pinoli  
*Taken in Closed*                      stating there was nothing to report out from closed session. It was noted that

*Session*

Trustee Tomkins joined the meeting at 1:19 PM, Trustee Anderson joined the meeting at 1:57 PM and Trustee Martinez departed the meeting at 1:58 PM.

*Adjournment*

With agenda business concluded, Board President Pinoli declared the meeting adjourned 2:07 PM.

Submitted by:

Eileen Cichocki, Interim Superintendent/President  
Secretary, Board of Trustees

SUBJECT: PRESIDENT AND ADMINISTRATION REPORT

I have thoroughly enjoyed my time serving as Interim Superintendent/President. I have found it to be a challenging and very rewarding experience. I am proud to have helped the college with stability during our transition in leadership. I am most proud of the following accomplishments: our very successful site visit in our process for reaffirmation of accreditation, to have all collective bargaining agreements settled for the coming year, and the way in which all employees of the college demonstrated our resilience when pivoting to remote learning in a matter of days in response to the COVID-19 pandemic. I am especially grateful for the support I received from faculty, staff, and managers over the past year. I wish our incoming Superintendent/President, Dr. Timothy Karas, all the best in his new role here at Mendocino College.

Racial Injustice

Our country is facing very challenging events. While we weather the COVID-19 storm, I am saddened and worried about the even larger and historical challenges we are being reminded of this week. The events of the past week, including the racist killing of George Floyd, remind us of the perseverance of racism. Perhaps, for some of us, it could be easy to feel distant from the rest of the country's strife in our relatively peaceful rural counties. However, our own local social fabric is woven by its own historical and structural racism.

This reality, and the reality our country is being challenged to face today, should strengthen our resolve to stay engaged in equity work in our district and to work harder against racism (overt and structural) and toward social justice. While the work that faculty, staff and managers have done is significant, we will need to work hard to remain intentional in these efforts, especially as we are reaching our students from a distance. We must acknowledge that our classrooms and hallways (whether literal or virtual) are full of future law enforcement, health care providers, teachers, and many other public facing positions. We can make a difference by infusing equity, anti-racism, empathy, and care into our curriculum, our services and each of our interactions with students. We must remain steadfast in our pursuit of an equitable, diverse, and inclusive culture at Mendocino College.

On June 3, many of us at the college participated in a Call to Action hosted by the Chancellor's Office. Over 4,000 people tuned in during the live broadcast. I found the speakers to be passionate, angry, heartbroken, raw, vulnerable, and inspiring. I encourage anyone who didn't participate to view the recording:

[https://cccconfer.zoom.us/rec/share/ovNrIr\\_iyGVJbdLAYkXQdaUgOq7seaa8gyMc-6VeyBz9P\\_Ku-NHJIQb3iV8uZ3Xt?startTime=1591200002000](https://cccconfer.zoom.us/rec/share/ovNrIr_iyGVJbdLAYkXQdaUgOq7seaa8gyMc-6VeyBz9P_Ku-NHJIQb3iV8uZ3Xt?startTime=1591200002000)

The Chancellor ended the program with the following call to action:

1. System wide review of police and first responder training and curriculum.
2. Host open dialog and address campus climate.
3. Audit classroom climate and create an action plan to create inclusive classrooms and anti-racism curriculum.
4. Review and update college equity plans.

5. Shorten the time for the full implementation of the Chancellor's Office Vision for Success Diversity, Equity, Inclusion (DEI) Integration Plan.
6. Engage in the California Community Colleges Vision Resource Center "Community Colleges for Change" (link: <https://visionresourcecenter.cccco.edu/>)

#### High School Capture Rate

Trustee Nickerman has commented multiple times at prior board meetings that only 2% of local high school students attend Mendocino College. That percentage was shocking and unfamiliar to many of us at the college. The rate of high school students choosing Mendocino College has averaged 35%. In fact, 50% of the students who graduated from the largest high school in our District, Ukiah High, chose Mendocino College. The following table illustrates the percentage of 2017/18 (most recent data available from K-12 CalPADS system) high school seniors who attended Mendocino College within 12 months of graduating from high schools within our District:

<b>DISTRICT HIGH SCHOOL GRADUATES (2017-2018) Within 12 months</b>			
<b>HIGH SCHOOL</b>	<b># OF HIGH SCHOOL GRADUATES</b>	<b># OF GRADUATES WHO ENROLLED IN MC THAT YEAR</b>	<b>MC Capture Rate</b>
<b>Ukiah</b>	303	152	<b>50%</b>
<b>Kelseyville</b>	122	30	<b>26%</b>
<b>Fort Bragg</b>	124	20	<b>16%</b>
<b>Clear Lake</b>	100	39	<b>39%</b>
<b>Potter Valley</b>	10	5	<b>50%</b>
<b>Willits</b>	70	24	<b>34%</b>
<b>Round Valley</b>	17	2	<b>12%</b>
<b>Upper Lake</b>	58	14	<b>24%</b>
<b>Anderson Valley</b>	25	13	<b>52%</b>
<b>Laytonville</b>	29	8	<b>28%</b>
<b>Mendocino</b>	46	6	<b>13%</b>
<b>TOTAL</b>	904	313	<b>35%</b>

#### Budget

The proposed 2020/21 June Tentative Budget is elsewhere in this agenda for Board approval. The specifics of the state budget are very uncertain at this time; however, we have been advised to expect multiple years of reduced budgets. The budget presented is based on the Governor's May Revision released on May 14. The Governor's budget included an 8% reduction to general apportionment, no COLA on revenue, and cuts to many categorical programs. This Tentative Budget was reviewed by the Planning and Budget Committee (PBC) on June 2. Even though this budget as presented does not meet the board's budget parameter of a 15% reserve, PBC has identified expenditure reductions that will be implemented to reach a 15% reserve should the Governor's budget hold.

Subsequent to the development of this Tentative Budget and the discussion at PBC, late in the day on June 3, the State Senate and Assembly agreed to a budget which includes no cuts to apportionment, provides COLA, and includes no cuts to categorical programs. This budget of the legislature relies on federal funding to the State of California due to COVID-19, which if not received, would trigger massive deferrals of cash payments. Deferrals are better to the college than budget cuts in that the college will ultimately receive the funding, just at a later date. Deferrals are problematic in that they

do not solve the budget problems of the State in a direct manner and borrow from the future. The budgets of the Governor and the Legislature differ significantly. The Senate President pro Tempore and the Assembly Speaker now begin negotiations with Governor Newsom and the Department of Finance. A budget agreement is expected in time for a vote by the full Senate and Assembly in time for the June 15 Constitutional deadline. The board will be presented with another budget in October that will incorporate the final State Enacted Budget.

#### Child Care Center

The CDV center has been completing remote learning with the 65 families we have enrolled. Families are contacted twice weekly. Each child has an educational goal and families are given weekly activities to enhance their development to meet the goal. Staff are also checking in with families to see if they have unmet needs- if needs are unmet referrals are completed. Staff are completing daily professional development trainings and communicate to the Director what they have learned and how this will impact their work with children. Teachers are making it fun by having individual and classroom interactions via Zoom. They have also sent videos of them reading books, singing songs and videos they had been recorded while they were still in the classroom. Diplomas and tassels have been sent home to the preschool graduates.

#### EEO Data Request

At our last meeting, when the trustees were discussing the Equal Employment Opportunity (EEO) Fund Multiple Method Allocation Model Certification Form – Fiscal Year 2019/20, Trustee Martinez requested longitudinal data. Regretfully, such comparative data is unavailable at this time. In Fall 2018, Human Resources updated the reporting process to include all employee groups. Prior to this date, reporting was focused on full time positions only. As such, data for 2018, 2019, and 2020 will be available for review at the April 2021 board meeting. This will better illustrate the progress of diversity in the hiring process for the Mendocino-Lake Community College District.

#### Classified Professionals Appreciation

At its May meeting, the trustees declared the first week in June Classified Professionals Appreciation Week. On June 3, the Management Team hosted an event to celebrate Classified Professionals via Zoom. Normally, we gather for breakfast in the Lowery Center, have lively conversations, and raffle off prizes donated by members of the Management Team. This year we could not gather in person, but as it turns out, we were able to have a great time via Zoom! We had a song recognition game, hosted by Vice President Velasco, that got people laughing. We also raffled off gift cards to local businesses. The Classified Professionals are vital to achieving the mission of the college and directly contribute every day to the success of our students. It was a very fun event and I thank all who participated!

#### Chiller for MacMillan Hall

The chiller that serves MacMillan Hall has been failing for many years. We recently went out to bid and the bids received were double the amount we have budgeted for the project in our Capital Projects Fund. We intend to research alternative equipment options and go out to bid with new specifications in hopes of receiving bids closer to our budget amount. Contracts resulting from bidding must be awarded by action of the board. If we are successful in receiving bids under the revised specifications that are within range of budget, we may need to request a special meeting of the board in July to award the bid. It is serendipitous that we do not have classes or many people working in MacMillan Hall at this time as the weather warms up.

#### Instruction



During the last week of spring instruction, the decision was made to move courses “mostly online” for fall 2020. This means that the Deans, faculty, and staff responsible for schedule changes have been busy re-designing the schedule for online instruction and limited face to face learning opportunities.

Faculty, staff and managers continue to work together to develop appropriate learning support services for students in online classes.

#### **Nursing Program Graduation and Pinning Ceremony**

Twenty-three students completed our Nursing Program and attended a virtual Pinning Ceremony on Zoom. Nursing students attended with their families and participated in a heartfelt ceremony led by Executive Dean/Nursing Director Peggy Goebel and the Nursing Department faculty. The Mendocino College Foundation announced that they would once again pay for each student to take their NCLEX exams.

#### **Centers**

The District has just made it through one of the most unique and trying semesters in our history. Although instruction based out of the three Centers and two educational sites ceased, support and success from our staff, faculty, and students did not. Many folks discovered teaching practices they never thought possible and realized end of term projects that truly united students in our socially distant world.

##### **Coast Center**

PT Theater instructor Ginny Reed collaborated with PT Digital Arts and Media instructor, Kirk Fuller, to develop a theatrical performance combining the individual Zoom performances of her Spring acting class. Viewable here: <https://youtu.be/qOPIHmJ93UM>

##### **North County Center**

Supported on ground study space and the joyful presentation of graduation banners.

##### **Lake Center**

In collaboration with the Lake County Theater Company, instructor John Tomlinson, hosted Zoom auditions for the fifth-year performance of the summer Shakespeare on the Lake, set to take place on July 24<sup>th</sup> and 25<sup>th</sup>. Be sure to stay tuned.

#### **Extended Opportunity Programs & Services (EOPS)**

EOPS served a record number of students during the 2019-2020 academic year. Preliminary numbers show that the EOPS office served 491 students in Fall 2019 and 479 students in Spring 2020. This equates to 586 unduplicated students. For comparison, in 2018-2019 the EOPS office served 536 unduplicated students. The CARE program, which is a subset of EOPS, also served an increased number of students during the 2019-2020 academic year. Preliminary numbers show that CARE served 16 students in Fall 2019 and 21 students in Spring 2020 (29 unduplicated students). In comparison, in 2018-2019, CARE served 21 unduplicated students. EOPS is committed to continue to serve the same numbers while providing the same services as we continue through this unprecedented time.

#### **Native American Student Recognition**

The Native American Student Resource Center partnered with RCS, NAYA, Pinoleville and Title VI to honor Mendocino College Native American Graduates of 2020. The community effort created bead items such as feathers for high school grads, necklaces for 8th grade grads and cords for Mendocino College Grads. The community participated in a 3 tier Zoom Class on how to bead each item and then once the items were completed, they were delivered to Bonnie Lockhart, NAYA Program

Coordinator, who distributed to the different institutions. Mendocino College gifts were delivered to Malissa Donegan, Outreach Specialist, who will ensure that Mendocino College graduates and Pomo Pathway students receive their items.

#### Outreach Support

Our Outreach team continues to make adjustments to their approach in response to the increased communication and feedback with high schools in our District. Our K-12 partners have assisted us as we continue supporting current Reg2Go high school seniors through the matriculation process. The Outreach team of Malissa Donegan and Manuel Galicia has continued utilizing varied remote services and platforms to connect with students: emails, phone calls, texts, Zoom, Cranium Café, and Google platforms. Our Outreach Team has been in regular contact with high schools (the designated contact person), the Counseling Department, program faculty/staff and our prospective students. In the last few months, our team has extensively utilized Google platforms, since it is the platform used by local school districts, to better connect with students.

Since the start of our utilization of Google Classroom for onboarding purposes in the last couple of months, our staff/faculty have been able to connect with over 115 students. Meetings with students have been done either one-on-one or in groups. We have also begun doing group orientations for students using this platform. Again, this is just one of the ways we have utilized to better connect with students during this difficult time.

#### Online Form Submission

The Financial Aid Office, Admissions & Records, IT and multiple other departments collaborated recently on finalizing an agreement with NextGen Dynamic Forms to provide a secure, state of the art e-sign/workflow solution which provides a simple way for students to submit documents online. The Dynamic Forms platform allows even the non-technical user to take any paper-based form and quickly build a sophisticated interactive, electronic form that can be published in MyMendo or our website. The need for full electronic forms and e-sign process is important as we continue to work to support our online students.

The Financial Aid office will be the first to utilize Dynamic Forms for the Satisfactory Academic Process Appeal this summer. Using Dynamic Forms will allow students to complete the SAP Appeal form electronically using their MyMendo credentials. The form will then be routed to their Academic Counselor so they may complete their portion of the form and co-sign the form electronically. Once the form is completed by the student and counselor, it will be sent to the Financial Aid Office for processing. This will create a simple way for students and counselors to complete the form electronically as they meet for their counseling appointments remotely. The Financial Aid Office is working with NextGen to convert all of their forms to Dynamic Forms to provide this service to all students.

While the Financial Aid office and then Admissions & Records will be among the first to utilize this tool, Dynamic Forms will be available to all areas of the College for online form creation & submission.

#### First Year Institute (FYI)

46 out of 72 (64%) incoming FYI students who have met with a counselor have enrolled for the upcoming Fall semester. Considering that the summer term has yet to begin, this is a very promising

number to ensure student success in completing their educational goals on time. The FYI team is reaching out to students who have not yet enrolled to ask how they can provide support.

Out of the current cohort that just completed their first year, 53% of FYI students are enrolled for Summer 2020 and 57% of FYI students (current cohort) are enrolled for Fall 2020. Additionally, 16 former FYI students graduated this Spring. More will complete their graduation requirements over the summer or be auto awarded because they completed requirements but did not apply to graduate.

#### New Student Welcome Planning

Various departments from throughout the institution met on Monday, June 1 to begin planning a virtual New Student Welcome which will replace the in person welcome we were planning for August. We hope to offer workshops online with a couple of day/time options for students to participate. While we have held an in-person event prior to the start of the upcoming academic year, this year's New Student Welcome will be done virtually and will allow us to have multiple events to capture as many students as possible. One of the events will be during the day and the other towards the evening to allow great student participation.

SUBJECT: EMPLOYMENT – SHORT TERM NON-CONTINUING 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
Bertolino-Haley	Aiden	Ag Aide I	Agriculture	6/20/2020	8/15/2020
Cabrera De Duenas	Marlene	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Clark	Morgan	Ag Aide I	Agriculture	6/20/2020	8/15/2020
Delgado	Denise	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Escobedo	Katherine	Program Specialist (CalFresh)	Student Services	6/20/2020	8/15/2020
Fink	Rochelle	CalWorks Specialist	Student Services	6/20/2020	8/15/2020
Gallardo	Maricella	Program Assistant	MESA	6/20/2020	8/15/2020
Galvez Valencia	Vanessa	Library Specialist	Library	6/1/2020	8/15/2020
Gowan	Monica	Program Specialist	ML ACE	6/20/2020	8/15/2020
Hernandez	Taylor	Administrative Assistant I	Student Services	6/20/2020	8/15/2020
Jacuin	Jessica	Ag Aide II	Agriculture	6/20/2020	8/15/2020
James	Oneita	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Macias	Leticia	Associate Teacher III	CDV	6/20/2020	8/15/2020
Martinez	Julisa	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Medina	Obdulia	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Muniz Madrigal	Esmeralda	Library Specialist	Library	5/28/2020	8/15/2020
Norwood	Serena	Ag Aide II	Agriculture	6/20/2020	8/15/2020
Olea-Luna	Rocio	Assistant Teacher	CDV	6/20/2020	8/15/2020
Oseguera	Stefani	Associate Teacher I	CDV	6/20/2020	8/15/2020
Pena	Fabiola	Associate Teacher IV	CDV	6/20/2020	8/15/2020
Sorensen	Erik	Ag Aide II	Agriculture	6/20/2020	8/15/2020
Shamada	Machiko	Center Assistant	Lake Center	6/20/2020	8/15/2020
Warren	Korea	Ag Aide I	Agriculture	6/20/2020	8/15/2020
Whipple	Monica	Administrative Assistant I	ML ACE	6/20/2020	8/15/2020
	Ning				
Yang	(Jenny)	Administrative Assistant I	EOPS	6/20/2020	8/15/2020

### 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
Jacinto	Vanessa	Assistant Teacher	CDV	6/20/2020	8/15/2020
Nunez-Mendoza	Juan	Student Mentor	FYI	6/20/2020	8/15/2020
Ramirez-Gonzalez	Andrea	Assistant Teacher	CDV	6/20/2020	8/15/2020

### Non-Student Tutors

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

SUBJECT: EMPLOYMENT – PART-TIME FACULTY

SYNOPSIS:

Employment of Part-Time Faculty for the Summer 2020 semester.

RECOMMENDATION:

The Interim Superintendent/President recommends approval of this Board item 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 Summer 2020 semester as presented pending receipt of all necessary employment eligibility requirements.

<b>EMPLOYMENT – PART-TIME FACULTY SUMMER 2020 SEMESTER</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
Chaidez, Adan	Counselor (FYI)	Online
Dease, Melanie	Counselor	Online
Finch, Alison	Part-Time Librarian	Ukiah
Gonsalves, David	Counselor	Online
Griffiths, Katrina	Part-Time Librarian	Ukiah
Holl, Merie	Counselor (EOPS)	Online
Holl, Merie	Counselor	Online
Kyne, Lucy	Counselor	Online
Lawyer, Jeremy	Mental Health Counselor	Online
Samota, Susan	Counselor	Online
Weiss, Elizabeth	Counselor	Online
Young, Rachel	Mental Health Counselor	Online

---

**\*Met minimum qualifications thru equivalency process.**

SUBJECT: LATERAL TRANSFER - CLASSIFIED

SYNOPSIS:

Lateral Transfer to Telecommunications Technician

RECOMMENDATION:

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

ANALYSIS:

Christopher Olson, currently a Programmer Analyst, Sr. for the District, applied for a lateral transfer to Telecommunications Technician.

A transfer/promotion/reassignment process was followed and Mr. Olson was the successful candidate selected for the position.

*Reference Board Policy 7120, Recruitment and Hiring*

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the lateral transfer of Christopher Olson, Telecommunications Technician, effective July 1, 2020.



SUBJECT: EDUCATIONAL ADMINISTRATOR CONTRACTS

SYNOPSIS:

Approval of educational administrator contracts.

RECOMMENDATION:

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

ANALYSIS:

Section 72411(a) of the Education Code states that educational administrators shall be employed and classified administrators may be employed by the Board of Trustees by contract up to four years in duration. At this time, the following educational administrator contracts are recommended for approval.

**One Year Contract:**

Eric Hoefler, Director of MESA/ STEM Success (Categorical)  
Educational Administrator Contract, 7/1/20-6/30/21

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the educational administrator contracts as presented.

SUBJECT: CLASSIFIED ADMINISTRATOR CONTRACTS

SYNOPSIS:

Approval of classified administrator contracts.

RECOMMENDATION:

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

ANALYSIS:

Section 72411(a) of the Education Code states that educational administrators shall be employed and classified administrators may be employed by the Board of Trustees by contract up to four years in duration. At this time, the following classified administrator contracts are recommended for approval.

**3 Month Contract:**

Dave Johnston, Director of IT  
Classified Administrator Contract, 7/1/20-9/30/2020

Euline Olinger, Program Manager, ML ACE (Categorical)  
Classified Administrator Contract, 7/1/20-9/30/2020

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the classified administrator contracts as presented.

ITEM NO: 4.6

DATE: June 10, 2020

SUBJECT: MENDOCINO COLLEGE FEDERATION OF TEACHERS BARGAINING  
UNIT/MCFT 2020/21-2022/23 TENTATIVE AGREEMENT

SYNOPSIS:

2020/21-2022/23 Tentative Agreement between the Mendocino-Lake Community College District and the Mendocino College Federation of Teachers (AFT/CFT Local 6322)

RECOMMENDATION:

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

ANALYSIS:

District and MCFT representatives recently reached a Tentative Agreement (TA) regarding 2020/21-2022/23 contract revisions. A copy of the TA is attached.

MOTION/ACTION:

RESOLVED, That the Board of Trustees hereby ratifies the 2020/21-2022/23 Tentative Agreement between the Mendocino-Lake Community College District and the Mendocino College Federation of Teachers (MCFT).



## MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

YOUR COMMUNITY YOUR COLLEGE YOUR SUCCESS

Mendocino-Lake Community College District and Mendocino College Federation of Teachers  
Tentative Agreement: 7/1/2020-6/30/2023

### Article 10: Salary

1. Increase annual Salary Schedule and identified stipends by 2%; effective July 1, 2020
2. \$1,000 one-time, off-schedule payment (payable August 10, 2020) in recognition of the response to COVID-19 and conversion to online education
3. Increase Longevity compensation to \$1,750; effective July 1, 2020
4. Increase Summer/Overload pay by 2% across the four steps; effective July 1, 2020
5. Establish a \$50/hour for non-instructional work compensation; effective July 1, 2020
6. Establish a stipend exhibit; removing individual stipend amounts from the body of the CBA (see Article 10/ Exhibit 11)

Changes to Article 7, 8, 10, 14, 15, 18 Attached

District Signature:

Nicole Marin, Director of Human Resources

Date: 05/19/2020

MCFT Signature:

Phil Warf, MCFT President

Date: 05/19/2020

## ARTICLE 7 – WORKLOAD

### 7.1 Work Year and Work Days

The base work year for faculty will consist of one hundred seventy-five (175) days, including:

- the 164 instructional days and two (2) district-organized, mandatory-attendance professional development/flex days designated on the academic calendar; and
- nine (9) individually-designed professional development/flex days, fifty-four (54) hours, six (6) hours/day. Three of the nine days are designated for work on Program Review and SLO assessment.

7.1.1 Individual assignments for some faculty members may include additional responsibilities/work days (see 7.14).

#### 7.1.2 Development of the Academic Calendar

In compliance with the District's Integrated Timeline, the President's Policy Advisory Committee (PPAC) will propose the annual Academic Calendar which will be forwarded to the MCFT Executive Committee. Upon receipt, it will immediately be sent to unit members for review and feedback. If no significant issues are received, as determined by the MCFT Executive Committee, the calendar will be approved by the committee and PPAC will be so notified. Any significant issues will be forwarded to PPAC for consideration. Changes made to the Academic Calendar by PPAC in response to issues raised by MCFT will be final. PPAC may consult with the MCFT Executive Committee as needed.

#### 7.1.3 Semester Sessions

Semester start and end dates are indicated in the Academic Calendar. Faculty members may, by mutual agreement with the supervising Dean, teach a course of a different duration during the semester.

### 7.2 Teaching Load

7.2.1 An annual full-time equivalent (FTE) teaching load for the academic year is 100% of:

- 510 lecture hours
- 680 lab hours
- ~~816~~ 680 non-credit hours
- Or a combination of the above

7.2.2 One class hour is fifty (50) minutes.

**7.2.3** With approval of the responsible Dean, one course may be taught during the Summer Session (up to .1667 of the annual FTE teaching load which is equal to one five-unit lecture class) and load banked.

**7.3** **Overloads**

An Instructor may teach in excess of that required in Section 7.2.1, as approved in writing by the responsible Dean. During the first two semesters of employment, an Instructor will not be assigned an overload unless there is mutual agreement of the Instructor and the responsible Dean.

Each semester, the responsible Dean will identify overload assignments in excess of the annual FTE teaching load required in Section 7.2.1. Instructors may bank the identified overload FTE percent worked or be paid for the course hours at the Instructor's overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

By May 1<sup>st</sup> each year, the responsible Dean will identify by annual FTE percent any remaining, fractional overload. The Instructor may bank the identified overload FTE percent worked or be paid for the course hours at the Instructor's overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

**7.4** **Underloads**

Underloads are below that required in Section 7.2.1. Each semester, underloads will be balanced with banked load, teaching additional load, reassigned time, and/or a special project as assigned by the responsible Dean with the approval of the Vice-President of Education and Student Services. If not balanced by the end of the academic year, the FTE underload will be carried forward and factored into the annual workload requirement for the faculty member for the following year.

**7.4.1** **Special Project**

A special project is equivalent to two (2) times the number of lecture hours required to balance the load. A written description of the special project will be included in the faculty member's personnel file along with a written report on the outcomes.

**7.5** **Class Size**

Specific class enrollment limits for pedagogical reasons may be approved by mutual agreement of the full-time faculty in a discipline, the Academic Senate, MCFT and the responsible Dean.

By May 20<sup>th</sup> each year, the instructional deans, Academic Senate, and MCFT will agree upon the Class Cancellation Guidelines for the subsequent academic year. In the event that an agreement is not reached, the Guidelines in place at that time will remain in effect. ~~These guidelines will be posted on the college website for reference.~~

**7.6** **Work Hours**

- 7.6.1 Instructors work 40 hours per week and are expected to spend sufficient time on campus to meet their obligations.
- 7.6.2 Beginning times for classes taught as part of the annual required load will not normally be scheduled more than six (6) hours apart.
- 7.6.3 Total class time for the annual required load will not normally exceed eight (8) consecutive hours from the beginning of the first class to the end of the last.
- 7.6.4 Unless agreed to by the affected faculty member, no less than twelve (12) hours will elapse between the end of the last class on one teaching day and the beginning of the first class on the next working day

## 7.7

### **Preparations**

Instructors will typically be assigned up to three (3) different course preparations per semester for their regular load; however, the responsible Dean may require more preparations under certain circumstances such as underloads or programmatic needs.

## 7.8

### **Reassigned Time**

Reassigned time will be assigned as follows: Faculty may be reassigned to other work equivalent to a certain percentage of their annual load. Before a faculty member is reassigned to a task leading other faculty the assignment will go through a recruitment open to all Full Time Faculty. Amount of release time specified to the recruitment is defined in the recruitment announcement.

Chair, Curriculum Committee, 40%

President, Academic Senate, 40% 60%

President, MCFT, 40%

Vice-President, Academic Senate, 20%

~~Distance Education Coordinator, 40%~~

Student Learning Outcomes Committee Chair, 20%

## 7.9

### **Responsibilities for All Faculty**

- 7.9.1 Report on time for all assignments, including classes, committee meetings, faculty meetings, and other meetings.
- 7.9.2 Attend all in-service days and commencements as scheduled. When circumstances prevent attendance, the faculty member must notify the responsible administrator in advance and

complete an absence form.

- 7.9.3** Attend faculty meetings as scheduled by the Superintendent/President, the Vice President of Education and Student Services, or a Dean at least five (5) working days in advance between 9:00 a.m. and 5:00 p.m. on an instructional day. Whenever possible, an agenda will be distributed two (2) days or more in advance. A faculty member may be excused in advance by the supervising administrator to teach as class, attend a student meeting, or for other extenuating circumstances.
- 7.9.4** Complete nine (9) individually-designed professional development/flex days – a total of fifty-four (54) hours, six (6) hours/day. Three (3) of the nine (9) days are designated for work on Program Review and SLO assessment. Flex activity must be pursuant to the Flex Handbook, including a plan and a completion report which are reviewed and approved by the Flex Committee and the responsible Dean. In consultation, the Vice-President of Education and Student Services, the Director of Human Resources, and the Flex Committee will update the Flex Handbook as needed.
- 7.9.5** Serve on college committees when it does not interfere with teaching assignments. These include, but are not limited to, selection committees, advisory committees, discipline-specific meetings, planning meetings, committees and/or meetings for the purpose of shared governance, MCFT executive committee, etc. Faculty members on committees that meet on Fridays must attend those meetings. Serving in leadership roles for professional associations and representing the college on external advisory, steering or other committees may also satisfy this requirement as agreed to by the faculty member and the responsible Dean.
- 7.9.6** Participate in full-time and/or part-time faculty evaluations.
- 7.9.7** Coordinate the work of classified or student workers in the discipline, including verifying timesheets, and collaborating with the supervising administrator to conduct evaluations.
- 7.9.8** Participate in the development of an annual budget for the discipline, submit purchase orders in a timely manner, and maintain related records.
- 7.9.9** Participate in the completion of program review.



- 7.9.10** Develop and assess student learning outcomes and/or service area outcomes in the discipline or unit, at both course and program level as applicable.
- 7.9.11** Participate in the processes of shared governance.
- 7.9.12** Secure and properly store equipment assigned to discipline; conduct a periodic inventory of equipment.
- 7.9.13** Participate in activities to promote articulation with local high schools and four-year colleges as mutually agreed upon with the responsible administrator.

## **7.10 Responsibilities for Classroom Faculty**

- 7.10.1** Meet classes and conduct finals as included in the college schedule of classes.
- 7.10.2** Prepare classroom presentations, student activities, and assignments; teach class hours; evaluate student's performance based on quizzes, comprehensive examinations, finals and/or other assignments appropriate to the course outline.
- 7.10.3** Teach courses in accordance with the description published in the catalog, the course outline, and the schedule of classes.
- 7.10.4** Prepare a syllabus for each course and distribute it to students at the first class meeting of the semester and/or electronically. The syllabus will outline the objectives of the course, student learning outcomes, the grading plan, the means of assessing student achievement, reading assignments, and other pertinent details which will ensure the students' understanding of the nature and goals of the course. Copies will be submitted to the responsible Dean.
- 7.10.5** Post and maintain a minimum of five (5) office hours per week during the academic year, distributed over at least four (4) days per week unless otherwise excepted, to allow adequate opportunity for student consultation. For online instructors, at least four (4) on campus office hours will be held as stated above. One (1) office hour may be held online for distance education purposes. Exceptions may be mutually agreed upon by the faculty member and the responsible Dean.
- 7.10.6** Prepare and submit accurate and timely student reports, such

as grades and attendance for Admissions and Records, various Student Services reports, and those required by Athletics.

- 7.10.7** Participate in curriculum development, review, modification and deletion according to the guidelines and schedule for approval of the Curriculum Committee.
- 7.10.8** Maintain currency in the classroom as necessary by analyzing, coordinating, and developing instructional materials; reviewing current literature and texts in the discipline; making recommendations for the college library collection; conferring with other faculty and the responsible Dean on curricular matters; and attending inter- and intra-college conferences and meetings of advisory committees.
- 7.10.9** Provide input and assistance to the responsible Dean regarding the schedule of classes, schedule changes, and the recruitment and assignment of part-time faculty in the instructor's discipline. Collaborate with the Centers concerning classes in the instructor's discipline.

## **7.11 Counselors**

- 7.11.1 Work Year and Work Days**

The base work year for Counselors will be one hundred seventy-five (175) days, including 164 duty days scheduled from July 1 through June 30, the two (2) district-organized, mandatory-attendance professional development/flex days designated on the academic calendar, and nine (9) individually-designed professional development/flex days (54 hours) six (6) hours/day. Three of the nine days are designated for work on Program Review and SLO assessment.
- 7.11.2 Work Schedule**

Prior to May 31<sup>st</sup>, the Dean of Student Services will develop the annual work schedule for each Counselor for the following year, considering department needs and in consultation with the Counselor.
- 7.11.3 Work Hours**
  - 7.11.3.1** Work hours are eight (8) per day.
  - 7.11.3.2** Thirty-four (34) hours per week will be spent providing direct services to students individually or in groups, attending to counseling matters which assist students in fulfilling their education

needs, and related office duties. Six (6) hours per week will be spent on faculty responsibilities required in Section 7.9.

- 7.11.3.3** A counselor's daily work schedule will consist of contiguous hours that may be exclusively daytime hours or a combination of day and evening hours.

**7.11.4** **Overload**

A full-time Counselor assignment, a Counselor may teach designated; District assigned class(es) (paid as a part of the contracted annual salary) or elect to teach the class(es) as an overload of their counseling load, and be paid at the overload hourly rate, as mutually agreed to by the responsible Dean(s) and the Counselor.

**7.12** **Head Librarian**

**7.12.1** **Work Year, Work Days and Work Hours**

The work days are identified in Section 7.1. Work hours are eight (8) per day.

**7.12.2** **Work Duties**

Work duties which include circulation/reference, technical processing, instruction, acquisition, public service and coordination of staff are described in the District job description.

**7.12.3** **Overload**

In addition to the full-time Head Librarian assignment, the Head Librarian may teach as an overload, and be paid at the overload hourly rate, as mutually agreed to by the responsible Dean(s) and the Head Librarian.

**7.13** **Instructor/Director-Cooperative Work Experience Education**

**7.13.1** **Work Days and Work Hours**

The work days are identified in Section 7.1. Work hours are eight (8) per day.

**7.13.2** **Work Duties**

Work duties which include directing the Cooperative Work Experience Education Program and instructing 125 Work Experience students per semester are described in the District job description.

**7.13.3** **Overload**

The Instructor/Director and other faculty may earn overload compensation for instructing work experience students at the rate of 3 hours per student paid at the assigned overload hourly rate.

Compensation is based on student enrollment as of the first census date and is adjusted for students who add Work Experience subsequent to that date. (Note: 1 student = ~~.008-004~~ FTE) In addition, the full-time Instructor/Director may teach as an overload and may bank the identified overload FTE percent worked or be paid for the course at the overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

#### **7.13.4 Underload**

If the Instructor/Director does not have 250 work experience students by the end of the academic year, the identified underload will be carried forward and factored into the Instructor/Director's annual workload requirement for the following year. An underload can be balanced with banked load, teaching additional load, reassigned time, and/or a special project assigned by the responsible Dean.

#### **7.14 Additional Responsibilities for Specified Faculty Positions**

Additional responsibilities for the following full-time faculty positions are included in the District job descriptions:

Counselor

Counselor/Articulation Officer

Counselor/Coordinator-Disability Resource Center

~~Counselor/Director-Career and Transfer Center~~

Head Librarian

Instructor/Assistant Director-Nursing

Instructor/Director-Agriculture and Natural Resources

Instructor/Director-Cooperative Work Experience Education

Instructor/Director-Nursing

Instructor/Distance Education Coordinator

Instructor/Learning Disability Specialist (193 days)

Instructor/Technical Theater

Instructor/Director – Physical Therapy

Instructor/Director- Clinical Education

Instructor/Coordinator – Construction

Others which may be established by the Board of Trustees

## **ARTICLE 8 – EVALUATION PROCESSES**

### **8.1 Instructors**

#### **8.1.1 Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Instructor and encourage improvement in job performance through a regular, formal review focusing on self-awareness, instructional effectiveness, and the practice of varied and effective instructional activities.

#### **8.1.2 Content**

Instructor evaluations (Exhibit 2) are comprised of:

- Peer and Dean Evaluation (Form A)
- Self-Assessment (Form B)
- At least one classroom visit by each evaluation team member, including student evaluations (Form C). For probationary faculty, student evaluations will be conducted for all courses taught, if practicable.
- Evaluation by classified staff in the department (Form D)

### **8.1.3 Schedule**

Probationary Instructors will be evaluated at least once each academic year by the end of the Fall Semester. Tenured Instructors will be evaluated by June 1st every three years. Categorically funded temporary instructors will be evaluated at least once a year by the end of the Fall Semester; after three satisfactory evaluations, they will be evaluated by June 1 every three years of employment.

### **8.1.4 Process**

#### **8.1.4.1 Composition of Evaluation Teams**

~~The responsible Dean and the MCFT President (or designee) will establish select, by mutual agreement, evaluation teams in consultation with the MCFT President and serve as the Team Leader when on the team. (When the Dean does not serve on the team, the team members will designate a Team Leader.) The MCFT will appoint the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed for more than four years, and Faculty peers will, whenever possible, will be appointed on a departmental or divisional basis from the same or related departments or selected for their knowledge of online instruction.~~

In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will appoint agree upon a replacement.

- **Probationary Instructors**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, ~~the MCFT will appoint a replacement~~ the Dean and MCFT will agree upon a replacement. In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.

The Instructor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Instructor, will observe the Instructor's course/s and provide written feedback to the team. Such comments will be included in the evaluation

report if requested by any member of the team or the Instructor.

- **Categorically Funded Temporary Instructors**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the process. In the event that a faculty peer can no longer serve on the team, ~~the MCFT will appoint a replacement.~~ the Dean and MCFT will agree upon a replacement.

The Instructor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Instructor, will observe the Instructor's course/s and provide written feedback to the team. Such comments will be included in the evaluation report if requested by any member of the team or the Instructor.

- **Tenured Instructors**

Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may ~~request~~ choose that the Dean ~~observe in place of~~ addition to the two ~~one~~ peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A, #5.

#### **8.1.4.2**

##### **Planning Conference**

The Dean will schedule the Planning Conference. For Probationary and Categorically Funded Temporary Instructors, this meeting will occur prior to the fourth week of the first semester of employment and by the eighth week for the other years, unless extenuating circumstances are documented in writing.

For tenured instructors, the planning conference will occur prior to the eighth week of the semester of evaluation.



The Evaluation Team will meet with the Instructor to review the Tenure Review Procedure (if applicable) and the evaluation process, develop a completion timeline, arrange classroom visits (team members will visit different courses), and discuss any prior objectives.

The Instructor will email the completed Self-Assessment to the team members prior to the scheduled classroom visits. The Dean will email Form D to any classified employees in the instructor's department and request a response by a designated date.

If the Instructor serves as a Program Director or has reassigned time for a project/program, the Evaluation Process for Program Director/Reassigned Time will also be completed as part of the overall evaluation and will also be reviewed at the Planning Conference.

#### **8.1.4.3**

##### **Classroom Visits**

The Instructor will provide copies of the syllabus/course handout materials to the team member when he/she visits the class. Team members will observe classroom activity for the full class period or two hours, whichever is less, with the intent of completing the applicable sections of Form A, Evaluation Summary. Team members will also administer the Student Evaluation, Form C. (For Probationary Instructors, student evaluations will be conducted between the 8<sup>th</sup> and 12<sup>th</sup> weeks of the semester for all courses, if practicable.)

#### **8.1.4.4**

##### **Team and Student Evaluation Summaries**

The Dean will summarize the ratings and individual comments from team members on Form A and the student ratings from Form C for each course. Verbatim comments from Form C will be attached, provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.

The team will note recommendations and any professional development plan/follow-up needed, or if a probationary instructor, any correction action plan needed. Team members will review and finalize this information and provide copies to the Instructor at least 48 hours in advance of the Summary Conference.

#### **8.1.4.5**

##### **Summary Conference**

The evaluation team will meet with the Instructor to review the completed evaluation materials with the Instructor, including any recommendations and professional development plan/follow-up needed. For probationary and categorically-funded temporary Instructors, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Instructor will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the evaluation report. The Instructor is not required to agree or disagree with the information and, as indicated on Form A, may attach her/his written comments within ten (10) days of the Summary Conference. With written notice at any time during these ten (10) days, a five (5) day extension will be granted by the District. Days are defined as work days.

#### **8.1.4.6**

##### **Personnel File**

After review and signature by the Vice-President, the evaluation packet, including Form A, the Self-Assessment, a summary of Form C, and any written attachments will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Instructor's personnel file as a permanent evaluation record (along with the Program Director/Reassigned Time evaluation, if applicable).

## **8.2**

### **Counselors**

#### **8.2.1**

##### **Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Counselor and encourage improvement in job performance through a regular, formal review focusing on self-awareness, counselor effectiveness, and the practice of varied and effective counseling activities.

### 8.2.2 **Content**

Counselor evaluations (Exhibit 3) are comprised of :

- Peer and Dean Evaluation (Form A)
- Self-Assessment (Form B)
- Student Evaluation (Form C)
- Evaluation Summary (Form D)

### 8.2.3 **Schedule**

Probationary Counselors will be evaluated at least once each academic year by the end of the Fall Semester. Tenured Counselors will be evaluated by June 1st every three years. Categorically funded temporary Counselors will be evaluated at least once a year by the end of the Fall Semester; after three satisfactory evaluations, they will be evaluated by June 1st every three years of continuous employment.

### 8.2.4 **Process**

#### 8.2.4.1 **Composition of Evaluation Teams**

~~The responsible Dean and the MCFT President (or designee) will establish select, by mutual agreement, evaluation teams in consultation with the MCFT President and serve as the Team Leader when on the team. (When the Dean does not serve on the team, the team members will designate a Team Leader.) The MCFT will appoint the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed for more than four years, and Faculty peers will, whenever possible, will be appointed on a departmental or divisional basis from the same or related departments or selected for their knowledge of online instruction.~~

In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will appoint agree upon a replacement.

#### 8.2.4.2

- **Probationary Counselors:** Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, ~~the MCFT will appoint a replacement the Dean and MCFT will agree upon a replacement.~~ In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty

member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.

- **Tenured Counselors:** Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may ~~request~~ choose that the Dean observe in place of addition to the two ~~one~~ peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A, #5.

- **Categorically Funded Temporary Counselors**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the process. In the event that a faculty peer can no longer serve on the team, ~~the MCFT will appoint a replacement.~~ the Dean and MCFT will agree upon a replacement

The Counselor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Counselor, will observe the Instructor's course/s and provide written feedback to the team. Such comments will be included in the evaluation report if requested by any member of the team or the Instructor.

#### **8.2.4.3**

##### **Planning Conference**

The Dean will schedule the Planning Conference. For probationary and categorically funded temporary Counselors, this meeting will occur prior to the fourth week of the first semester of employment, and by the eighth week for the other years, unless extenuating circumstances are documented in writing.

For tenured counselors, the planning conference will occur prior to the eighth week of the semester of evaluation.

The Evaluation Team will meet with the Counselor to review the Tenure Review Procedure (if applicable) and the evaluation process, develop a completion timeline, arrange for the evaluator observations, and discuss any prior objectives.

If the Counselor serves as a Program Director or has reassigned time for a project/program, the Evaluation Process for Program Director/Reassigned Time will also be completed as part of the overall evaluation and will also be reviewed at the Planning Conference.

The completed Self-Assessment will be emailed to the Evaluation Team prior to the observations. The completed Evaluator Observation reports will be provided to the Dean prior to the Summary Conference.

#### **8.2.4.4 Student Component**

A minimum of two student conferences will be observed by each evaluator. Time spent for such evaluations will be equal to or greater than 1.5 hours, even if observing more than 2 conferences is necessary to meet that requirement. Form C, Student Evaluation, will be given to 25-30 students during a two-week period of registration as they leave their counseling appointments.

#### **8.2.4.5 Team and Student Evaluation Summaries**

The Dean will summarize the student ratings on Form C. **Verbatim comments from Form C will be provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.** When peer and student observations are completed, the Evaluation Team will jointly complete Forms A and D, noting any recommendations and professional development plan/follow-up needed, or if a probationary instructor, any corrective action plan needed. Team members will review and finalize this information and provide copies to the Counselor at least 48 hours in advance of the Summary Conference.

#### **8.2.4.6 Summary Conference**

The Evaluation Team will meet with the Counselor to review the completed evaluation materials including any recommendations and professional development plan/follow-up needed. For probationary Counselors, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Counselor will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the evaluation report. The Counselor is not required to agree or disagree with the information and, as indicated on Form D, may attach her/his written comments within thirty (30) days of the Summary Conference.

#### **8.2.4.7**

#### **Personnel File**

After review and signature by the Vice-President, the evaluation packet including Forms A, B, C, and D, and any written attachments, will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Counselor's personnel file as a permanent evaluation record (along with the Program Director/Reassigned Time evaluation, if applicable).

### **8.3**

#### **Head Librarian**

##### **8.3.1**

#### **Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Head Librarian and encourage improvement in job performance through a regular, formal review focusing on self-awareness, job effectiveness, and the practice of varied and effective activities related to the assignment.

##### **8.3.2**

#### **Content**

The Head Librarian evaluation (Exhibit 4) is comprised of :

- Student Evaluation (Form A)
- Faculty Evaluation (Form B)
- Staff Evaluation (Form C)
- Self-Assessment (Form D)
- Evaluation Summary (Form E)

##### **8.3.3**

#### **Schedule**

A probationary Head Librarian will be evaluated at least once each year by the end of the Fall Semester. A tenured Head Librarian will be evaluated by June 1st every three years.

##### **8.3.4**

#### **Process**

##### **8.3.4.1**

#### **Composition of Evaluation Team**

~~The responsible Dean and one faculty peer and the MCFT President (or designee) will establish select, by mutual agreement, evaluation teams in consultation with the MCFT President and serve as the Team Leader when on the team. (When the Dean does not serve on the team, the team members will designate a Team Leader.) The MCFT will appoint the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed~~

for more than four years, and Faculty peers will, whenever possible, will be appointed on a departmental or divisional basis from the same or related departments or selected for their knowledge of online instruction.

In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will appoint agree upon a replacement.

- **Probationary Head Librarian**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, the MCFT will appoint a replacement the Dean and MCFT will agree upon a replacement. In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.

- **Tenured Head Librarian:** Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may request choose that the Dean observe in place of addition to the two one peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A, #5.

#### **8.3.4.2**

##### **Planning Conference**

The Dean will schedule the Planning Conference.

For a probationary Head Librarian, this meeting will occur prior to the fourth week of the first semester of employment, unless extenuating circumstances documented in writing.

For a tenured Head Librarian, the planning conference will occur prior to the eighth week of the semester of evaluation.

The Evaluation Team will meet with the Head



Librarian to review the Tenure Review Procedure (if applicable), the evaluation process, develop a completion timeline, including student, faculty, and staff evaluations (Forms A, B and C), and discuss any prior objectives.

- Form A, Student Evaluation, will be given to at least 20 students, ten or more selected at random by the Dean and ten or more by the peer. The ratings and verbatim comments will be summarized in writing. Verbatim comments from Form A will be attached, provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.
- Form B, Faculty Evaluation, will be given to a random selection of faculty and will be returned to the Dean.
- Form C, Staff Evaluation, will be given to the permanent classified employees and hourly Librarians assigned to the Library and will be returned to the Dean.
- Form D, Self-Assessment will be completed by the Head Librarian and emailed to the Evaluation Team.

#### **8.3.4.3 Team and Evaluation Summaries**

The Dean will summarize the information received on Forms B and C. The Evaluation Team will consider this information before completing the Evaluation Summary, but will not attach it to the Evaluation Summary report.

The Evaluation Team will review all information, complete Form E, Evaluation Summary, and note any recommendations and professional development plan/follow-up needed, or if a probationary instructor, any corrective action plan needed. A copy will be provided to the Head Librarian at least 24 hours in advance of the Summary Conference.

#### **8.3.4.4 Summary Conference**

The Evaluation Team will meet with the Head Librarian to review the completed evaluation materials, including any recommendations and professional development plan/follow-up needed.

For a probationary Head Librarian, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Head Librarian will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the report. The Head Librarian is not required to agree or disagree with the information and, as indicated on Form E, may attach her/his written comments within thirty (30) days of the Summary Conference.

#### **8.3.4.5 Personnel File**

After review and signature by the Vice-President, the evaluation packet, including Form E, the Self-Assessment, the student evaluation summary, and any written attachments will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Head Librarian's personnel file as a permanent evaluation record.

### **8.4 Program Director/Reassigned Time**

#### **8.4.1 Purpose**

This evaluation process is for full-time faculty whose assignment

includes serving as program director or who has reassigned time for a

project/program. The process provides an opportunity to recognize the strengths and achievements of faculty members for this portion of their assignment and encourage improvement in job performance. The Evaluation Team will complete this evaluation. If the supervising administrator is not part of the team, he/she will work with the team to complete it.

#### **8.4.2 Process**

Evaluation Report (Exhibit 5) will be completed in addition to the Instructor or Counselor Evaluation as part of the overall evaluation, if applicable.

The faculty member will refer to the Evaluation Report and complete a Self-Assessment by evaluating in writing his/her effectiveness in each of the six evaluation categories: Programmatic Knowledge/Skills; Planning and Organizing; Decision-Making and Problem-Solving; Communication Skills; Department/Program Coordination; and Work Standards. Both strengths and areas where professional growth may be needed should be addressed, as well as progress toward or achievement of objectives previously set for the evaluation period. The faculty member will email the Self-Assessment to the Evaluation Team.

The supervising administrator will distribute an Evaluation Survey to permanent employees in the faculty member's department. With mutual agreement of the faculty member and the evaluation team, surveys can be sent to other District employees. After the surveys and Self-Assessment are returned, the supervising administrator will draft the Evaluation Report for review by the evaluation team. The team will note any recommendations and any professional development/follow up needed, or if a probationary instructor, any corrective action plan needed. Surveys are for review by the Evaluation Team only and will not become a part of the evaluation document. Surveys will be retained until the evaluation is signed.

The faculty member will meet with the Evaluation Team (and the supervising administrator if not on the team) to review the Self-Assessment and the Evaluation Report and develop objectives for the next evaluation period.

If the Instructor or Counselor wishes to have the supervising administrator's interpretation of the Evaluation Surveys reviewed, he/she may request such of the Vice-President of Education and Student Services. The supervising administrator and Vice-President will determine if any changes to the Evaluation Report should be made.

The faculty member and supervising administrator will sign the Evaluation Report. The faculty member may submit a written response to the Evaluation Report. The Evaluation Report, Self-Assessment, objectives, and faculty response will be attached to the Instructor or Counselor evaluation and become part of the overall evaluation.

## **ARTICLE 10 – SALARY**

### **10.1      Compensation Goal**

Annual salaries for faculty will be compared to the median statewide annual salaries for California Community College faculty based on a statewide survey mutually agreed to by the District and MCFT representatives. The District budgeting process should reflect the priority of the goal to meet or exceed the statewide salary median, within the constraints of the District's ability to generate and make available sufficient resources to support it.

### **10.2      Salary Schedule**

The Full-Time Faculty Salary Schedule is attached as Exhibit 6.

#### **10.2.1      Initial Placement**

**10.2.1.1**      The Director of Human Resources will be responsible for the placement of full-time faculty on the salary schedule.

**10.2.1.2**      Official transcripts must be submitted for initial salary placement purposes. Only degrees and units from accredited institutions will be accepted. Units will be posted as semester units. Quarter units will be multiplied by two-thirds (.667) to determine semester units. A maximum of twenty-four (24) lower division units earned beyond the A.A. Degree and aside from degree requirements can be allowed for salary purposes.

**10.2.1.3**      Teaching and occupational experience must be verified by the prior employer. Part-time experience is acceptable and must be verified in terms of FTE.

#### **10.2.2      Step Advancement**

Faculty members will be eligible to advance one (1) step on the salary schedule for each year of service. Faculty members who start mid-year will be eligible for a step the following year.

#### **10.2.3      Column Advancement**

Faculty members may complete professional growth activities for advancement on the salary schedule including courses, workshops,

conferences, seminars, institutes, and projects which support the faculty member's assignment or are of mutual advantage to the college and the faculty member. District-funded activities may not be used for salary advancement.

**10.2.3.1** To participate in professional growth activities for salary advancement, a faculty member must complete a Request for Salary Advancement form (available from Human Resources) and have it approved by the responsible Dean prior to pursuing the activity.

**10.2.3.2** A maximum of twenty-four (24) lower division units earned beyond the A.A. Degree and aside from degree requirements can be used for initial placement and column advancement. A faculty member enrolled in a course offered by the District must follow registration procedures, including payment of fees, and will be subject to the course requirements. Faculty members may not register and receive credit for courses they teach.

**10.2.3.3** Semester units may be earned for activities not offered for credit, as follows: One (1) unit =thirty-six (36) hours for seminars, conferences, workshops, and institutes and fifty-four (54) hours for projects.

**10.2.3.4** Completion of an activity must be verified by the beginning of an academic year, as salary changes are not made after that time. Transcripts or grade reports for credit courses and supporting documentation for seminars, conferences, workshops, or institutes are submitted to Human Resources. Completion of a project is verified with the responsible administrator.

### **10.3 Overload and Summer Session Pay**

The Full-Time Faculty Overload and Summer Session Salary Schedule is attached as Exhibit 7. A faculty member's individual overload and/or summer assignment agreement indicates the dates compensation will be paid.

### **10.4 Stipend-Head Coach**

Full-time Head Coaches will receive a \$8,115 stipend annually for performing the duties listed below, which are above and beyond instructional time. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11

Coaching: Coaches team; travels with the team; runs practices and meetings outside of instructional time; organizes the sport; monitors student-athlete eligibility; coordinates team travel arrangements; gathers statistics; and directs fundraising.

Recruiting: Contacts high school coaches to recruit seniors; personally attends athletic events in the recruiting district and/or receives scouting reports; is accessible to parents, students and coaches Fall and Spring Semesters and Summer Session.

Retention: Monitors attendance of athletes at study tables; conducts grade checks on athletes; stays in contact with athletic counselor as needed; runs off-season and summer programs for the individual development of players.

Matriculation: Communicates with four-year institutions regarding athletes; provides statistics, qualifications, and other information for each sophomore eligible to transfer; updates matriculation lists annually.

## 10.5

### **Stipend-Theatre Arts**

Theatre Arts faculty who direct and/or produce a production will receive a ~~\$4,160~~ stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit and scheduled longer than ten (10) weeks. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11

Casting  
Technical production coordination  
Box office management  
Publicity  
Budget management  
Program preparation  
Research and preparation  
Rehearsal schedule development and coordination  
Costume inventory management  
Acquiring permission to use material  
Coordination with other departments as needed  
Sponsorship solicitation/fundraising  
Follow-up after completion of production

## 10.6

### **Stipend-Music**

Music faculty who direct a large musical ensemble (Masterworks Chorale and Symphonic Band) will receive a ~~\$2,378~~ stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit, is scheduled longer than ten (10) weeks, and the faculty member isn't paid by an outside organization. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.) See Exhibit 11.



## **Musical Ensemble Responsibilities**

Publicity  
Budget management  
Program preparation  
Research and preparation  
Purchasing music  
Music library maintenance  
Coordination with other departments as needed  
Rehearsal schedule development and coordination  
Acquiring permission to use material  
Instrument inventory maintenance  
Follow-up after completion of production

### **10.7      Stipend- Art Gallery Director**

Faculty who coordinate Art Gallery exhibits will receive a ~~\$2,378~~ stipend per semester for the duties listed below, which are above and beyond instructional time. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

Budget management  
Scheduling  
Work with Director of Community Relations on publicity and marketing  
Transporting and cataloging art works  
Coordinate yearly student art exhibits  
Gallery opening receptions  
Tours for students and visitors  
Personnel management

### **10.8      Stipend- Culinary Arts**

Faculty who coordinate food preparation and event production on campus or for college organized events off campus will receive a ~~\$2,378~~ stipend per semester for the duties listed below, above and beyond instructional time, provided that there are two or more events with no funding provided by the District or third party (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

## **Responsibilities for Culinary Arts event production**

Additional maintenance of equipment  
Preparing menus  
Ordering of supplies  
Set up and breakdown  
Managing personnel

### **10.9      Stipend- Automotive**

Automotive faculty who manage customer-paid repair activity will receive a ~~\$2378~~ stipend per semester for the duties listed below, which are above and beyond instructional time, provided that fifty (50) or more automobiles are

served. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.)

Interact with customers  
Buy and return parts and reconcile parts statements  
Research repair procedures and find alternatives for high priced parts  
Reconcile and proofread work orders  
Deposit funds  
Promote and receive donation vehicles; follow up on documentation  
Post-sale or post-repair follow up and customer satisfaction activities

#### 10.10

##### **Stipend-Reassigned Time**

Faculty may choose to receive a stipend each semester instead of reassigned time, as follows:

Chair, Curriculum Committee	<del>\$4,757/semester</del>
President, Academic Senate	<del>\$4,757/semester</del>
President, MCFT	<del>\$4,757/semester</del>
Vice-President, Academic Senate	<del>\$2,378/semester</del>
Coordinator, Distance Education	<del>\$4,757/semester</del>

(Whenever the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

#### 10.11

##### **Stipend-Assisting Part-Time Instructors**

All faculty will be paid a stipend of \$150 per semester for each part-time Instructor they assist (except Instructor/Directors who have coordination of part-time faculty as part of their job description). whereas the work is completed outside the established work week/day. Where there is more than one faculty member in a discipline, they will jointly determine the part-time Instructors they will assist. If an Instructor does not have a full load, the stipend will be paid only if there is written approval by the responsible Dean.

**10.11.1** Duties: Assist the Deans as needed including interviewing and recommending part-time faculty; developing the class schedule for part-time faculty; orienting part-time faculty to the college and its processes such as ordering books and materials, department meetings, professional development opportunities and curriculum design; conducting part-time faculty evaluations that are due (unless there is an irresolvable time conflict) and working with them to complete Student Learning Outcomes as applicable.

**10.11.2** Pay Timeline: By October 1<sup>st</sup> and March 1<sup>st</sup>, Instructors must submit a stipend request to the responsible Dean identifying the part-time Instructors they will assist and notify the part-time Instructors what assistance they will provide. Instructors will conduct evaluations due, unless there is an irresolvable time conflict. By December 19<sup>th</sup> and May 19<sup>th</sup>, the Dean will inform

Human Resources the stipend amounts to be paid. Student Evaluations and Form A must be received for pay to be processed.

**10.12      Credit by Examination**

Each semester, Instructors will be compensated for three (3) hours at their overload rate for developing and administering a credit-by-examination when such is approved through the petition process. For each subsequent petition approved for the same class that semester, an additional hour will be paid.

**10.13      Independent Study**

Each semester, Instructors will be paid twelve (12) hours at their overload rate for developing and administering an independent study program for each student enrolled in and completing an Independent 199 course in the Instructor's discipline, irrespective of the student's final grade. The instructor will follow the same format as the course outline of record. If a student withdraws from the course by the last day to withdraw from full-semester courses, the stipend will be reduced to eight (8) hours.

**10.14      Hiring Committees**

Full time faculty who serve on hiring committees beyond their contract obligation receive hourly pay based on the non-instructional rate.

**10.15      Paycheck Dispersion**

All full time faculty may choose to receive their base compensation in either 10 or 12 monthly paychecks (subject to real time retirement and tax deductions)

## **ARTICLE 14 – LEAVES**

### **14.1      Jury Duty and Witness Leave**

- 14.1.1**      Leave of absence for jury service will be granted to a faculty member who has been officially summoned to jury duty in a local, state, or federal court. Leave will be granted for the period of the jury service.
- 14.1.2**      The faculty member will receive full pay for such leave period provided the jury service fee for such service is assigned to the District. Reimbursement for mileage and meals may be retained by the faculty member.
- 14.1.3**      Request for jury service leave will be made by presenting a copy of the official court summons for jury service to the responsible Dean.
- 14.1.4**      Leave of absence to serve as a witness in a court case will be granted when the employee has been served a subpoena to appear as a witness, not a litigant, in a case when a copy of the subpoena is given to the responsible Dean. The leave will be granted for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The faculty member will receive full pay during the leave period, if the witness fee for such leave is assigned to the District.
- 14.1.5**      A faculty member who has received leave of absence for jury or witness service will be available for work when not required in court for more than three (3) hours during any one day.

## **14.2**

### **Bereavement Leave**

- 14.2.1** Bereavement leave will be granted to employees due to, and at the time of, the death of a mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee or the spouse/registered domestic partner of the employee, or any relative living in the household of the employee.
- 14.2.2** Such leave of absence will be with pay and may not exceed three (3) days, or five (5) days if travel is required for a distance of five hundred (500) miles or more.

## **14.3**

### **Sick Leave**

- 14.3.1** Sick leave for illness or injury for full-time faculty will accrue at the beginning of each fiscal year as follows:

- Ten (10) days, or eighty (80) hours, for faculty working 175 days per year
- Eleven (11) days, or eighty-eight (88) hours for faculty working 193 days per year

Sick leave will be prorated for faculty members employed less than full-time or less than the academic year.

- 14.3.1.1** One (1) hour of sick leave will accrue for every sixteen (16) hours of overload. Overload sick leave hours are separate from regular sick leave and maybe used for overload assignments only. Unused overload sick leave hours are reported to STRS at the time of retirement in addition to any unused regular sick leave. Sick leave accrued while teaching overloads will be reported to each faculty member in their annual sick leave report.
- 14.3.2** Unused sick leave will accrue year to year and may be used during-subsequent years of service.
- 14.3.3** Sick leave may be taken at any time during the fiscal year, according to this article.
- 14.3.4** A faculty member on sick leave, or other paid leave, will continue to earn all leave benefits to which he/she is entitled.

A faculty member who is on a leave of absence without pay will retain all accumulated sick leave benefits, but will not accrue any additional sick leave during such periods of absence.

- 14.3.5** Unused accrued sick leave from the previous employer will be transferred to Mendocino College pursuant to the provisions in the Education Code. It is the responsibility of the faculty member to work with Human Resources to facilitate this transfer.
- 14.3.6** An absence due to illness (or for medical appointments) must be reported to the responsible Dean by the time the faculty member is scheduled to begin work, or as soon as possible. The faculty member will keep the Dean informed as to when he/she expects to return to work and will complete an absence form upon returning to work. Sick leave will be deducted at the rate of a full day (eight hours) or a half day (four hours) for any part of a day.
- 14.3.7** The District may require certification from a physician or other proof of illness or injury when an absence exceeds five (5) days.
- 14.3.8** When there is an extended use of sick leave, the District may request that a faculty member have an examination by a doctor selected jointly by the employee and the District to determine if the use of sick leave is appropriate. If the District and the faculty member are unable to agree upon a doctor, a doctor will be selected by the County Medical Association and both parties will be bound by that decision. The employee will authorize the doctor to provide a written certification to the District that a medical condition requiring the use of sick leave exists. The District will pay the costs of the examination.
- 14.3.9** At the time of retirement, any unused sick leave is reported to CalSTRS or CalPERS and may be converted to time worked.

#### **14.4**

##### **Compensation for Sick Leave**

Faculty are compensated for sick leave as follows:

- 14.4.1** Compensation for all sick leave to which the faculty member is entitled is paid first, based on the assigned work schedule and FTE workload.
- 14.4.2** When sick leave is depleted, fifty percent (50%) of the regular compensation to which the faculty member is entitled will be paid, not to exceed five (5) months.
  - a. The total extended sick leave and any other paid or unpaid leaves used by an employee, for any reason, may not exceed one year unless approved by the Superintendent/President on a case-by-case basis.

#### 14.4.3 Catastrophic Leave

When sick leave and any accrued load bank leave hours have been depleted, the Catastrophic Leave Bank becomes available. This bank contains sick hours donated by all constituent groups. For purposes of the Catastrophic Leave Bank, any hour donated -- regardless of the pay scale of the individual donating it -- becomes available to someone who requests it, so long as they meet the qualifying guidelines as established by Human Resources. Nothing in this section guarantees that the bank contains hours. Availability is based on employee donations of sick leave.

- a. Human Resources will make every effort to maintain a sufficient number of available hours in the Catastrophic Sick Leave bank, including direct solicitations and/or other methods of increasing awareness so that Mendocino College employees can donate portions of their already-accrued sick leave.
- b. Human Resources will provide guidelines for donating and obtaining Catastrophic Leave Bank hours.

#### 14.5 Maternity Leave

14.5.1. Unpaid maternity leave beyond the period of actual physical disability may be requested under Section 14.7. Any period of actual physical disability connected with a disability caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability and any accrued sick leave benefits shall be available to the employee. Physical disability for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties; based on the written statement from the employee's physician provided

14.5.2 Complications arising from pregnancy shall be treated in the same manner as other absences for illness.

#### 14.x Parental Leave

---

14.x.1 Parental leave may be taken by a Certificated Faculty who is eligible for California Family Rights Act (CFRA) Leave; for the purpose of bonding after the birth of an employee's child or the adoption of a child by employee or placement of foster child with an employee.

---

14.x.2 Term of leave period may not exceed the statutory allotment defined by CFRA. Compensation is subject to employee's

sick leave balance and eligibility for CFRA .

- a. Sick leave may be used for full pay during bonding period.  
Should an employee exhaust all available sick leave, the rate of  
pay will continue at 50% of regular rate through the end of the  
CFRA period.

---

14.x.3 Parental Leave is calculated independently of Pregnancy  
Leave provisions defined in Article 14.5

---

14.x.4 Parental Leave must be taken within the first year of birth or  
placement.

---

14.x.5 Under CFRA, parents with the same employer (inclusive of  
those in different bargaining units) may only take a combined total  
the maximum allowable under CFRA within the first year of birth or  
placement.

## **14.6      Personal Necessity Leave**

- 14.6.1**      Up to six (6) days of sick leave may be used each work year for the following personal necessity reasons:
- a.**      Serious illness or death of an immediate family member when additional leave is required beyond that provided in Bereavement Leave, Section 14.2.
    - 1. The six day limit may be waived by the District under extenuating circumstances such as the death or catastrophic illness or injury of the employee's spouse, parent or child.
  - b.**      Accident, involving the person or property of a faculty member, or the person or property of a member of his/her immediate family.
  - c.**      Appearance in any court or before any administrative tribunal as a witness under subpoena, as a litigant, or any order made with jurisdiction.



- d. Such other reasons considered necessary and approved by the responsible Dean.

14.6.2 Three (3) of the six (6) days per year may be taken as “confidential” personal necessity leave days. The faculty member will notify the responsible Dean that he/she will be taking personal necessity leave, and may decline to state the reason.

## 14.7

### Leave Without Pay

14.7.1 A written request for leave without pay for up to one (1) year may be submitted to the responsible Dean. Approval of such leave may depend on the availability of a qualified substitute(s), as determined by the Dean. Unpaid leave **of one (1) semester or less requires approval of the Dean and Vice President. Unpaid leave of more than one semester requires additional approval of the** ~~requires approval of the Dean, Vice President,~~ Superintendent/President, and Board of Trustees. Leave without pay for less than five (5) days does not require Board approval.

14.7.2 **Requests must be submitted by September 15 (for Spring semester) or February 15 (for Fall Semester). Substitute plans are required concurrently with request.**

~~14.7.1~~14.7.3 **Approval of such request is subject to formal written response.**

~~14.7.2~~14.7.4 Faculty members on leave for one (1) semester or more must notify the responsible Dean in writing ~~thirty (30)~~ **ninety (90)**-days prior to the beginning of the next semester if he/she intends to return to work. If written notice is not received, the employee will, with fifteen (15) days written notice from the District, be considered as having resigned.

~~14.7.3~~14.7.5 Faculty members on unpaid leave have the option to remain on the District’s health benefit plan at their expense **(defined by monthly tiered rates of current benefit plan year)**.

~~14.7.4~~14.7.6 A faculty member returning from leave without pay will have the same rights as all other faculty members.

## 14.8

### Legislative Leave

Faculty members elected to the legislature will be granted an unpaid leave of

absence by the District during the term of service in the legislature.

**14.9**

**Military Leave**

Regular compensation will be paid when absent from work due to ordered service for the National Guard up to thirty (30) calendar days in any one fiscal year. "Ordered" service is a written command from National Guard headquarters which cannot be lawfully disregarded by the individual named in the duty orders. A copy of such order duly endorsed by the military authority involved must be provided to Human Resources.

## **14.10**

### **Family and Medical Leave**

#### **14.10.1 Eligibility and Reasons for Leave**

A faculty member employed by the District for at least twelve (12) months who has worked full-time (or 1250 hours) during the 12 months immediately prior to the date the leave would begin will be granted an unpaid leave of absence for the following reasons:

**14.10.1.1** Birth of a child or to care for a newborn child of the employee or the placement of a child with the employee in connection with the adoption or foster care of a child, within one year of the event.

- a. "Child" is a biological, adopted, or foster child, a step-child, child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or an adult dependent child.

**14.10.1.2** Serious health condition of a faculty member which prevents him/her from performing the essential functions of the job OR of a family member which requires care by the faculty member.

- a. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.
- b. "Family Member" is the employee's child, spouse, registered domestic partner, child of a registered domestic partner, or biological, foster or adoptive parent, step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

#### **14.10.2 Amount of Leave**

An eligible faculty member will be granted up to twelve (12) workweeks of family and medical care leave within twelve (12) months from when leave began.

**14.10.2.1** If both parents are employed by the District and entitled to this leave, the combined number of

workweeks is limited to twelve (12) if leave is taken for the birth, placement, adoption or foster care of the faculty member's child.

**14.10.3      Intermittent or Reduced Leave Schedule Basis**

Family and Medical Leave may be used on an intermittent or reduced leave schedule basis.

**14.10.4      Request for Leave and Medical Certification**

A faculty member must submit a written request to use leave to the responsible Dean and Human Resources. When the need is foreseeable, at least thirty (30) days advance notice must be provided. If leave is due to a planned medical treatment, the faculty member should make a reasonable effort to schedule it at a time least disruptive to the department.

**14.10.4.1**      For leave to care for a child, spouse, or parent with a serious health condition, certification from the health care provider is also required which includes the date the condition began, the probable duration, and the estimated time needed to provide care.

**14.10.4.2**      For leave due to employee's serious health condition, certification from the health care provider is also required which includes the date the condition commenced, the probable duration, and a statement that the employee is unable to perform the functions of his/her job.

**14.10.4.3**      If the District has reason to question the validity of a medical certification for an employee's health condition, the District may require a medical opinion of a second health care provider selected by the District, at the District's expense. If the second opinion is different from the first, the District may require the opinion of a third provider jointly selected by the District and the employee, at the District's expense. The opinion of the third provider will be binding.

**14.10.5      Benefits While on Leave**

During the leave period, the employee is entitled to all benefits under the same conditions that apply to any other unpaid leave, except that health benefit coverage will be continued as if the employee had continued working.

**14.10.6      Reinstatement upon Return from Leave**

A faculty member on leave due to his/her own serious health condition must provide a certification from the health care provider verifying that the employee is medically able to return to work and perform the essential functions of the job, including any work restrictions that might be needed.

**14.10.6.1** An employee who returns to work immediately following the expiration of an approved Family and Medical Leave will be reinstated to the position held when the leave began or to a comparable position. (There is no duty to reinstate if a position is eliminated during the leave and the District would have laid off the faculty member if working.)

**14.10.6.2** Family and Medical Leave will not constitute a break in service for the purpose of longevity or seniority.

**14.11** **Professional Development Leave**

**14.11.1** Tenured faculty employed six years, who serve on committees per Section 7.9.5 of this contract, may apply for Professional Development Leave for one semester or one academic year to complete formal course work, independent study, work experience, a project or other program of study or research directly related to their job.

**14.11.2** The maximum number of Professional Development Leaves granted each year will not exceed four percent (4%) of the permanent full-time faculty FTE, or one (1), whichever is greater.

- 14.11.3** A maximum of two semesters of leave will be granted to a faculty member in any six-year period. Non-contiguous leaves must be applied for separately.
- 14.11.4** Professional Development Leave Applications (Exhibit 8) must be submitted to the responsible Dean by November 15<sup>th</sup> for the following academic year. The Dean will complete his/her portion of the application and forward it to the Vice-President of Instruction by December 15<sup>th</sup>.
- 14.11.5** A Professional Development Leave Committee including the Vice-President of Instruction and three faculty members, chosen by the Academic Senate, will review leave applications by February 15<sup>th</sup>.
  - 14.11.5.1** The Professional Development Leave Committee will consider the merits of the Leave Application based on the Professional Development Leave Criteria (Exhibit 8) and approve or deny the leave.
  - 14.11.5.2** The Professional Development Leave Committee will forward their written recommendations to the President/Superintendent for his/her consideration, by February 28<sup>th</sup>. If more than one application is received, the Professional Development Leave Committee will prioritize each approved application.
- 14.11.6** The Superintendent/President will forward his/her recommendation to the Board of Trustees for approval at the March meeting.
  - 14.11.6.1** The Superintendent/President will notify the Professional Development Committee Chair, indicating if the leave was approved or denied, within one week of the Board of Trustees meeting.
  - 14.11.6.2** The Chair of the Professional Development Committee will notify the applicant, in writing, by March 31<sup>st</sup> indicating if the Board of Trustees approved or denied the leave.
- 14.11.7** The recipient must sign a Professional Development Leave Agreement (Exhibit 9), to participate in the leave.
- 14.11.8** Salary and benefits while on Professional Development Leave:
  - 14.11.8.1** Faculty will receive 70% of their regular salary for the leave period and may use up to 30% of Load Bank Leave for 100% pay. (If less than 100% pay is

received, STRS service credit decreases accordingly. Faculty members may contact STRS and buy back the reduced service credit.)

**14.11.8.2** Health benefit coverage will be continued at District cost.

**14.11.8.3** Professional Development Leave does not constitute a break in service for purposes of salary placement or seniority.

**14.11.8.4** Faculty may not teach or perform other duties for compensation at the District during the leave period, except under extenuating circumstances as determined by the District.

**14.11.9** A written report regarding the benefits derived from completion of the study or project plan must be submitted to the Professional Development Committee by September 15 for leaves ending in May and by February 15 for leaves ending in December.

**14.11.9.1** The committee will review the Report and the accomplishments achieved during the leave based on the Evaluation for Completed Professional Leave criteria (Exhibit 9). The committee may refer the report back to the faculty member for clarification, revision, or additional supporting material.

**14.11.9.2** Within sixty days of first receiving the written report, the committee will forward a final report to the Superintendent/President along with a written narrative by the committee evaluating the completion of the leave project.

**14.11.9.3** The Superintendent/President will invite the faculty member to make a presentation to the Board of Trustees, summarizing the Professional Development project.

## **14.12      Load Bank Leave**

**14.12.1** Instructors may bank overload hours, up to one (1) FTE. An Instructor with a combined assignment of teaching and reassigned time may only bank up to the annual teaching FTE assigned.

**14.12.2** Instructors may use Load Bank Leave to complete the load requirement, work a reduced load, or take a full leave for a semester or a year and be paid for such leave at their regular salary. Load Bank leaves are not considered a break in service.

- 14.12.2.1** While probationary faculty can accumulate banked load, only tenured faculty may use Load Bank Leave-unless it is necessary to use banked load to complete a load requirement in a probationary semester as determined by the responsible Dean.
- 14.12.3** Instructors may not take a full-time load bank leave in their final semester of employment.
- 14.12.4** If an overload class which was intended to be banked is cancelled, time worked to that point will be paid at the overload rate.
- 14.12.5** Instructors must notify the responsible Dean in writing prior to the beginning of each semester if they intend to bank overload hours.
- 14.12.6** To use load bank leave, Instructors must submit a written request to the responsible Dean by February 15th for the following academic year.
- 14.12.7** The number of load bank leaves will not exceed ten percent (10%) of instructional faculty, rounded to the nearest whole. If leave requests exceed this number, first consideration will be given to Instructors who have the longest service, have not previously taken leaves, and/or have the longest interval since a previous leave.
- 14.12.8** Prior to taking a full-time load bank leave, Instructors must:
- 14.12.8.1** have course outlines and student learning outcomes on file which meet Title V standards.
  - 14.12.8.2** meet normal obligations required in Section 7.9 such as developing the department budget, course scheduling for the discipline, program review, and a flex plan for the required number of hours.
  - 14.12.8.3** agree to a suitable replacement plan with the responsible administrator. Temporary, full-time instructors will not be hired as replacements, and a leave will not be granted in the absence of a replacement plan.
- 14.12.9** A list of approved load bank leaves will be distributed by the Deans to the Vice-President of Education and Student Services, the Academic Senate, MCFT, the Instructors who requested leaves, and Human Resources.



- 14.12.10** Human Resources will maintain load bank records. The value of the overload hours banked will be recorded at the Instructor's overload rate when the load was banked. As load bank is used, the oldest banked load will be withdrawn first. Upon termination an Instructor will be paid the value of any unused banked hours.
- 14.12.11** Upon the death of a faculty member, the college will pay his/her estate for any unused banked hours at the recorded value. If a faculty member dies while on Load Bank Leave, the college will pay his/her estate the salary the faculty member would have been paid during the remainder of the leave. Either payment may be made to a trust to the extent permitted by law, if the Instructor notified the District in writing that payment be made in this way upon his or her death.
- 14.12.12** Load Bank Leave will have no effect on professional development leave eligibility, health benefits, or retirement options and may be used concurrently with Professional Development Leave.

**14.13**      **Industrial Injury or Illness Leave**

- 14.13.1** Faculty who are unable to work due to a work-related injury or illness are entitled to use up to sixty (60) days of non-accruable Industrial Injury or Illness Leave for each work-related injury or illness. When such an absence overlaps fiscal years, only the unused balance of the sixty (60) days is available in the following fiscal year for that injury or illness.
- 14.13.2** An injury or illness that may qualify for this leave must be immediately reported to Human Resources, supported by medical verification, and approved by the District and/or its worker's compensation agency.
- 14.13.3** Industrial Injury or Illness Leave begins on the first day of absence and is reduced by one day for each day of absence, regardless of the number of hours absent or the amount of the worker's compensation award.
- 14.13.4** When the sixty (60) days of leave are depleted, entitlement to sick leave is then used, but only the amount of sick leave which, when added to worker's compensation award, provides for a full day's salary.
- 14.13.5** Worker's compensation awards are assigned to the District, and the amount paid to a faculty member for industrial leave, sick leave, and worker's compensation will not exceed 100% of regular salary.

## **ARTICLE 15 - STRS REDUCED WORKLOAD PROGRAM**

- 15.1** Permanent faculty who are members of STRS may request to reduce their workload and earn full service credit by participating in the STRS Reduced Workload Program, per Education Code, Section 87483, and the following requirements. To participate, a written request must be submitted to the responsible Dean, with a copy to Human Resources, by January 1<sup>st</sup> for the following fiscal year.

### **15.1.1      Eligibility Requirements**

- 15.1.1.1**      Age 55 prior to Reduced Workload Program effective date
- 15.1.1.2**      Full-time employment for a minimum of ten (10) years of credited service prior to the reduction of workload
- 15.1.1.3**      Full-time employment for five (5) consecutive years with no break in service immediately preceding the Reduced Workload Program effective date.
- 15.1.1.4**      Must work at least fifty percent (50%) for a full work year under this program.
- 15.1.1.5**      Participation must coincide with the beginning of the work year.
- 15.1.1.6**      Participation may not exceed ten (10) years and may be revoked by consent of both parties.

### **15.1.2      Other Requirements**

- 15.1.2.1**      Salary paid will be prorated based on the full-time equivalent workload and what would have been paid if the faculty member was not participating in the Reduced Workload Program.
- 15.1.2.2**      The District will contribute to STRS based on the salary that would have been paid if the faculty member worked full-time, at the Reduced Workload Contribution Rate published annually by STRS.
- 15.1.2.3**      As a permanent employee, the faculty member must contribute to STRS ~~8~~ the percentage of the salary which would have been paid if working full-time.
- 15.1.2.4**      A faculty member participating in the STRS

Reduced Workload Program who is interested in changing his/her workload must notify the District in writing by January 1<sup>st</sup> for the Fall Semester and September 1<sup>st</sup> for the Spring Semester.

- 15.1.2.5** Faculty sick leave benefits and the professional development (flex) obligation, as defined in this contract, will be prorated and decreased based on the reduced full-time equivalent workload.
- 15.1.2.6** Faculty members participating in the STRS Reduced Workload Program may not request a Professional Development Leave.
- 15.1.2.7** Health benefits will be provided as if the faculty member was working full-time.

## ARTICLE 18 – DURATION

- 18.1** This contract is effective from July 1, ~~2015~~2020, through June 30, ~~2018~~2023. Each party may reopen negotiations under Article 10 (Salary), Article 11 (Employee Benefits), and Article 18 (Duration), and up to an additional ~~four~~three (3) articles each year.
- 18.2** MCFT will submit its initial proposal on reopened articles on or before March 15<sup>th</sup> of the preceding fiscal year. The District will present its response at a meeting of the Board of Trustees on or before April 15<sup>th</sup> and negotiations may commence after ten (10) days.
- 18.3** If MCFT does not submit an initial proposal per 18.2, the District may submit an initial proposal on reopened articles on or before April 15<sup>th</sup> and MCFT will submit its response within thirty (30) days of the presentation of the District's proposal. Negotiations will then begin ten (10) days after the response from MCFT has been sunshined.
- 18.4** The date for submitting an initial proposal, a response, or commencement of negotiations may be changed by mutual agreement of MCFT and the District.
- 18.5** If MCFT and the District do not elect to submit an initial proposal as outlined above, the contract will not be reopened without mutual consent of the parties.
- 18.6** The parties understand and agree that in executing this agreement they both intend to be bound by its provisions. The District, MCFT, and each unit member will comply with all of its terms and fully perform all obligations under this Agreement during the term of the Agreement.
- 18.7** Notwithstanding the provisions of this Article, if affected by a PERB Board decision, new legislation, final court decision, or by mutual agreement, the parties will meet and negotiate on appropriate topics.

**EXHIBIT 11**

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
Full-Time Faculty Stipend Schedule**

(When the Full-Time Faculty Salary Schedule increases by an overall percent, these stipends will increase by the same percent)

**July 1, 2020-June 30, 2021**

<b>Stipend Position</b>	<b>Amount</b>	<b>Paid Per</b>
Head Coach	\$8,277	Year
Theater Arts	\$4,243	Semester
Music	\$2,426	Semester
Gallery Director	\$2,426	Semester
Culinary Arts	\$2,426	Semester
Automotive	\$2,426	Semester
Chair, Curriculum Committee	\$4,852	Semester
President, Academic Senate	\$7,278	Semester
President, MCFT	\$4,852	Semester
Vice-President, Academic Senate	\$2,426	Semester
Coordinator, Distance Education	\$4,852	Semester
Doctoral	\$2,899	Year

SUBJECT: MANAGEMENT TEAM TENTATIVE MEET AND CONFER AGREEMENT,  
2020/21

SYNOPSIS:

2020/21 Tentative Agreement between the Mendocino-Lake Community College District and the Management Team.

RECOMMENDATION:

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

ANALYSIS:

The District and The Management Team representatives recently reached agreement on the attached Meet and Confer Agreement regarding 2020/21 handbook revisions and salary schedule update.

An increase of 2% to the existing salary schedule for all Management Team positions.

Handbook Language Updated in “Vacation Leaves” as such:

A Management team employee may not accumulate more vacation time than the amount which can be earned in a two (2) year period. It is the employee’s responsibility to monitor their vacation balance so as to not reach their maximum and stop accruing vacation time. Balances are reflected on paystubs. If the employee is specifically not permitted to take vacation time and this denial would result in a loss of vacation time, the employee shall be paid in cash for the days which would have been lost. The denial to the employee of using vacation time within this period of time must be in written form to Human Resources from the immediate supervisor and approved by the applicable Vice President with justification of denial.

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the 2020/21 Tentative Agreement between the Mendocino-Lake Community College District and the Management Team.

ITEM NO: 4.8  
DATE: June 10, 2020

SUBJECT: VICE PRESIDENT SALARY SCHEDULE 2020/21

SYNOPSIS:

2020/21 salary schedule adjustment between the Mendocino-Lake Community College District and the Vice Presidents reflects the equivalent salary adjustment offered to the Management Team.

RECOMMENDATION:

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

ANALYSIS:

Vice President of Academic Affairs

Debra Polak

Increase of salary schedule by 2% effective July 1, 2020

Vice President of Student Services

Ulises Velasco

Increase of salary schedule by 2% effective July 1, 2020

Assistant Superintendent/Vice President of Administrative Services

Eileen Cichocki

Increase of VP salary schedule by 2% effective July 1, 2020

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the 2020/21 salary schedule adjustment between the Mendocino-Lake Community College District and the Vice Presidents.

SUBJECT: MENDOCINO PART-TIME FACULTY ASSOCIATION  
(MPFA/CCA/CTA/NEA), 2021-24 SUCCESSOR CONTRACT REOPENER

SYNOPSIS:

Initial 2021-24 collective bargaining successor contract proposal from Mendocino Part-Time Faculty Association (MPFA/CCA/CTA/NEA)

RECOMMENDATION:

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

ANALYSIS:

Mendocino Part-Time Faculty Association has requested to negotiate the items included in the attached initial successor contract proposal for 2021-24.

Article 8, Section 3547, of the Public Employees Relations Act, requires that initial proposals be presented at a public meeting of the Board and that sufficient time be allowed for public comment on the proposal before negotiations commence.

Any related public comments will be accepted by the Interim Superintendent/President prior to the August Board meeting and after that time negotiations may commence.

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby receives the initial 2021-24 collective bargaining proposal from the Mendocino Part-Time Faculty Association and directs the Interim Superintendent/President to receive related public comments prior to the August Board meeting.



SUBJECT: MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT SUCCESSOR  
CONTRACT OPENERS TO MENDOCINO PART-TIME FACULTY  
ASSOCIATION (MPFA/CCA/CTA/NEA), 2021-2024

SYNOPSIS:

Initial Mendocino-Lake Community College District collective bargaining successor contract proposals to the Mendocino Part-Time Faculty Association (2021-24)

RECOMMENDATION:

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

ANALYSIS:

The Mendocino-Lake Community College District reopens all articles of the Mendocino Part-Time Faculty Association (MPFA) CBA under the successor contract, which expires June 30, 2021.

This includes:

Agreement/Recognition  
Association Rights  
Management Rights  
Assignments  
Safety  
Calendar  
Holidays  
Personnel Files  
Leaves  
Travel/Personal Expenses  
Resource Offices  
Professional Development  
Evaluation Procedure  
Grievance Procedure  
Dues Deduction  
Salary  
Employee Benefits Workload  
Separability and Savings Duration  
Waiver of Bargaining

Any related public comments will be accepted by the Interim Superintendent/President prior to the August Board meeting and after that time negotiations may commence.

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby receives the initial 2021-24 collective bargaining proposal from the Mendocino Part Time Faculty Association and directs the Interim Superintendent/President to receive related public comments prior to the August Board meeting.



May 15, 2020

To: Debra Polak – Vice President, Academic Affairs  
Mendocino-Lake Community College District (MLCCD or District)

From: Stuart Campbell  
Mendocino Part-Time Faculty Association, CCA/CTA/NEA (MPFA or Association)

Subject: Bargaining for Successor Contract

MPFA hereby notifies the District of its intent to negotiate a successor contract to the 2018-2021 Collective Bargaining Agreement (CBA).

As agreed to in recent negotiations, it is the intent of MPFA to open the following articles:

- |    |                          |
|----|--------------------------|
| 4  | Assignments              |
| 8  | Personnel Files          |
| 9  | Leaves                   |
| 10 | Travel/Personal Expenses |
| 11 | Resource Offices         |
| 12 | Professional Development |
| 13 | Evaluation Procedure     |
| 14 | Grievance Procedure      |
| 16 | Salary                   |
| 17 | Employee Benefits        |
| 18 | Workload                 |
| 19 | Separability and Savings |
| 20 | Duration                 |
| 21 | Waiver of Bargaining     |

We reserve the right to establish other new articles as well through completion of negotiations. We look forward to meeting and setting dates for negotiations to begin August 2020.

Regards,

A handwritten signature in black ink, appearing to read 'Stuart Campbell', is written over a light blue horizontal line.

Stuart Campbell  
MPFA President

Cc: Nicole Marin, Director of Human Resources  
Eileen Cichocki, Interim Superintendent/President

ITEM NO: 5.1  
DATE: June 10, 2020

SUBJECT: FISCAL REPORT AS OF APRIL 30, 2020

SYNOPSIS:

A report on District fiscal data as of April 30, 2020

RECOMMENDATION:

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

ANALYSIS:

The fiscal report as of April 30, 2020 is submitted as information. The Board of Trustees is requested to accept the report.

*Reference Board Policy 6300, Fiscal Management*

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  
2019/20 Fiscal Report as of April 30, 2020

		2019/20 Working Budget	Year-to-date Actuals	Balance	% Rec/Exp
<b>REVENUE</b>					
	Beginning Fund Balance	\$7,000,261			
FEDERAL	Federal Forest Reserve	\$30,000	\$32,578	-\$2,578	109%
	Federal Work Study	97,910	68,045	29,865	69%
	CAMP	484,762	265,528	219,234	55%
	PELL Grant Administration	7,500	7,405	95	99%
	HEP	264,658	210,300	54,358	79%
	HSI	596,131	380,456	215,675	64%
	CTEA	184,364	0	184,364	0%
	Other Federal Revenue	1,336,499	19,454	1,317,045	0%
	<b>TOTAL FEDERAL SOURCES</b>	<b>\$3,001,824</b>	<b>\$983,766</b>	<b>\$2,018,058</b>	<b>33%</b>
STATE	State General Apportionment	\$9,451,381	\$8,234,399	\$1,216,982	87%
	Education Protection Account	2,682,349	1,897,352	784,997	71%
	Board of Governors Grant	38,099	32,003	6,096	84%
	Student Equity and Achievement	2,071,329	1,846,999	224,330	89%
	Part-time Faculty Office Hours	9,000	0	9,000	0%
	FT Faculty Hiring	109,098	91,642	17,456	84%
	Part-time Faculty Compensation	107,918	90,651	17,267	84%
	AEBG Adult Education Block Grant	2,049,971	1,788,280	261,691	87%
	CTE Strong Workforce Program	2,635,148	1,880,241	754,907	71%
	Other Categorical Apportionments	1,305,182	1,313,090	-7,908	101%
	TANF	45,040	12,611	32,429	28%
	DSPS	396,115	332,737	63,378	84%
	CALWORKS	244,259	205,178	39,081	84%
	BFAP	165,325	138,873	26,452	84%
	EOPS	634,375	532,875	101,500	84%
	EOPS CARE	71,283	59,878	11,405	84%
	MESA	94,438	29,806	64,632	32%
	Other Categorical Program Allowances	405,691	337,051	68,640	83%
	State Subventions	211,829	76,695	135,134	36%
	Lottery	585,142	375,986	209,156	64%
	Mandated Cost Reimbursements	84,352	84,352	0	100%
	Other State Revenue	399,631	399,631	0	100%
	<b>TOTAL STATE SOURCES</b>	<b>\$23,796,955</b>	<b>\$19,760,330</b>	<b>\$4,036,625</b>	<b>83%</b>
LOCAL	Property Taxes	\$10,570,456	\$7,913,653	\$2,656,803	75%
	Local Contributions/Grants/Donations	250,998	237,755	13,243	95%
	Contract Instructional Services	19,000	21,303	-2,303	112%
	Rents/Leases (Facilities Use)	66,000	47,230	18,770	72%
	Interest	105,000	79,668	25,332	76%
	Community Extension	7,738	2,407	5,331	31%
	Student Fees	1,243,322	1,238,761	4,561	100%
	Bookstore Commission	30,000	16,394	13,606	55%
	Other Local Revenue	409,890	378,432	31,458	92%
	<b>TOTAL LOCAL SOURCES</b>	<b>\$12,702,404</b>	<b>\$9,935,603</b>	<b>\$2,766,801</b>	<b>78%</b>
<b>TOTAL REVENUES</b>		<b>\$39,501,183</b>	<b>\$30,679,699</b>	<b>\$8,821,484</b>	<b>78%</b>
<b>TOTAL RESOURCES AVAILABLE</b>		<b>\$46,501,444</b>			
<b>EXPENDITURES</b>					
	Certificated Salaries	\$12,494,064	\$10,029,425	\$2,464,639	80%
	Classified Salaries	6,792,946	5,442,795	1,350,151	80%
	Benefits	8,187,073	6,299,565	1,887,508	77%
	<b>Subtotal Personnel Costs</b>	<b>\$27,474,083</b>	<b>\$21,771,785</b>	<b>\$5,702,298</b>	<b>79%</b>
	Supplies	\$1,509,242	\$807,729	\$701,513	54%
	Services	7,606,201	2,882,480	4,723,721	38%
	Capital Outlay	983,202	382,655	600,547	39%
	Transfers/Other Outgo	2,848,749	1,296,704	1,552,045	46%
<b>TOTAL EXPENDITURES</b>		<b>\$40,421,477</b>	<b>\$27,141,353</b>	<b>\$13,280,124</b>	<b>67%</b>
	Ending Fund Balance	\$6,079,967			
<b>TOTAL EXPENDITURES/CONTINGENCY</b>		<b>\$46,501,444</b>			

SUBJECT: DONATION

SYNOPSIS:

Acceptance of donation to Mendocino College as follows:

1984 Mercedes Benz 300D donated by Luke Frey

RECOMMENDATION:

The Interim Superintendent/President recommends acceptance of the donation.

ANALYSIS:

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

A thank you letter will be sent to the donor.

*Reference Board Policy 609, Donations and Gifts*

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby accepts the above donation to Mendocino College by Luke Frey.

SUBJECT: SUPERINTENDENT/PRESIDENT EMPLOYMENT AGREEMENT

SYNOPSIS:

An employment agreement for the Superintendent/President will be considered.

RECOMMENDATION:

The President of the Board of Trustees recommends this item be approved as presented.

ANALYSIS:

An extensive interview process culminating in the fall of 2019 which included the hands-on involvement of various campus constituent groups, a member of the college foundation, a community member, and the Board of Trustees was completed. At the conclusion of all of the interviews, the President of the Board of Trustees was appointed by the board to act as labor negotiator to negotiate a contract with the selected candidate. The attached contract is the result of those negotiations.

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the employment agreement for Dr. Timothy Karas, Superintendent/President commencing July 13, 2020 as presented.

## **EMPLOYMENT AGREEMENT**

This Agreement is entered into as of June 10, 2020, between the Board of Trustees of the Mendocino-Lake Community College District, ("Board") and Dr. Timothy Karas, ("Superintendent/President" or "Employee"), collectively known as the "Parties." In consideration of their mutual promises, the Parties agree as follows:

### **1. TERMS OF EMPLOYMENT**

- a. The Board hereby employs Dr. Timothy Karas as Superintendent/President of the Mendocino-Lake Community College District commencing July 13, 2020 and ending June 30, 2023, subject to the terms and conditions set forth below. Employee accepts and agrees to carry out his duties faithfully and to the best of his ability.
- b. Employee shall be classified as an "educational administrator" in accordance with the provisions of Education Code section 87002.
- c. During the term of this Agreement, Employee shall be required to render twelve (12) months of full and regular service to the District per fiscal year (or a proportionate number of days/months of such service during any portion of a fiscal year, under this agreement); with the exception of vacations, District-approved holidays, and approved leaves.
- d. It is understood that the demands of the position of Superintendent/President will require more than eight (8) hours a day or more than forty (40) hours per workweek. Employee is not entitled to receive overtime compensation.

### **2. TERMINATION OF AGREEMENT**

- a. Mutual Consent. This Agreement may be terminated by the mutual written consent of the Parties hereto. If Employee terminates this Agreement prior to its stated termination date, he shall give the Board 60 days' written notice of such termination.
- b. Nonrenewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing six (6) months written notice to the Employee in accordance with the Education Code section

72411. Employee shall inform the Board of Trustees of this requirement no later than September 1, 2022.

- c. Termination for Cause. The Board may reassign, suspend, demote, or dismiss Employee for cause for any reason set forth in Education Code, Section 87732, or for the material breach of the performance of his duties and responsibilities provided in this Agreement. The Board shall not terminate this Agreement under this provision until a written statement of the grounds for termination has first been served on Employee and he has had a reasonable opportunity to present to the Board an explanation or defense, in closed session. Service of the written statement of reasons for termination shall be complete when personally served or sent by certified mail to Employee's last known address as shown on District records. This meeting with the Board of Trustees will normally occur at the next regular board meeting after Employee receives the written notice of the cause. The Board shall make the final decision regarding termination of the Agreement, and shall provide the decision to Administrator in writing. The Board's written decision shall be final. If Administrator is terminated pursuant to this provision, he shall not be entitled to any payment under Paragraph d, below.
- d. Termination without Cause. Prior to the stated termination date, the Board may terminate this Agreement on June 30 of the appropriate calendar year after providing written notice to Employee at least 75 calendar days in advance at its sole discretion without cause. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to Employee's salary for the remainder of the unexpired term of this contract or twelve months, whichever is less, at the salary rate in effect during Employee's last month of service. The Parties agree that Employee is a district superintendent of schools within the meaning of Government Code section 53260 subdivision (a)(2). The Parties further agree that this paragraph is to be construed consistent with the requirements of Government Code section 53260 et seq. The Parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Employee resulting from the contract's termination without cause. These liquidated damages represent Employee's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Administrator's employment with the District. The Parties recognize that upon payment of the liquidated damages sum, Employee will be foreclosed from bringing any action or proceeding of any nature



against the District. The District will also provide health and welfare benefits for 12 months or until Employee is employed elsewhere and becomes covered on that employer's health plan, whichever occurs first.

### 3. **DUTIES AND RESPONSIBILITIES**

- a. **General Duties.** Employee shall perform the duties of Superintendent/ President as prescribed by the laws of the State of California, Board Policy, and the District's job description for Employee. Employee shall have primary responsibility for the execution of Board policy and responsibility for the duties prescribed by law. Employee shall be the Board's chief executive officer and Secretary to the Board of Trustees.
- b. **Personnel Matters.** Employee shall have primary responsibility for making recommendations to the Board regarding all personnel matters, including selection, assignment, transfer, and dismissal of employees.
- c. **Administrative Functions.** Employee, as chief executive officer, shall:
  - i. Review all policies adopted by the Board and make appropriate recommendations to the Board;
  - ii. Periodically evaluate or cause to be evaluated all District employees;
  - iii. Advise the Board of sources of funds that might be available to implement present or contemplated District programs;
  - iv. Assume responsibility for those duties specified in the Education Code;
  - v. Endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;
  - vi. Establish and maintain positive community, staff, and Board relations;
  - vii. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;
  - viii. Recommend to the Board District goals and objectives; and

- ix. Unless unavoidably detained, attend all regular, special, and closed session meetings of the Board, unless excused by the Board President.

#### **4. EVALUATION AND PERFORMANCE OBJECTIVES**

Pursuant to Administrative Procedure 2435.1, the Board shall annually evaluate and assess in writing the performance of Employee. This evaluation and assessment shall be related to the duties and responsibilities set forth in this Agreement, the District's job description for Employee, and any agreed to performance objectives. The evaluation process and evaluation timeline will be reviewed by Employee and the Board chair by March 1st of each year. Changes to the evaluation process will become effective as agreed.

The purpose of the annual evaluation and assessment is to: (1) recognize the strengths and successes of Employee in providing leadership to the District and (2) address any areas, which may require professional growth.

As part of the annual evaluation, the Parties will establish written performance objectives for the next year based on the duties and responsibilities set forth in this Agreement (Section 3) and any other criteria mutually agreed upon by the Parties. In the event the Parties are unable to reach agreement, the Board shall establish the performance objectives.

#### **5. SALARY**

Employee's salary shall be payable in twelve (12) approximately equal monthly installments. The Board retains the right to adjust the Employee's annual salary during the term of this agreement. Such adjustments shall be in the sole discretion of the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

- a. Effective July 13, 2020, Employee's annual salary for the 2020-2021 year will be two hundred twenty thousand dollars (\$220,000).
- b. Effective July 1, 2021, Employee's annual salary for the 2021-2022 year will be two hundred twenty six thousand six hundred dollars (\$226,600), based on a satisfactory performance evaluation.
- c. Effective July 1, 2022, Employee's annual salary for the 2022-2023 year will be two hundred thirty three thousand three hundred ninety eight dollars (\$233,398), based on a satisfactory performance

evaluation.

- d. In the event that the District implements salary reductions, salary freezes, or any other form of salary or benefit reduction against all administrators not party to multi-year employment agreements, such reductions shall similarly apply to Employee, notwithstanding any other provision of this Agreement.

## **6. IN-DISTRICT EXPENSES**

The District shall pay Employee an In-District Expense Allowance of one thousand dollars (\$1000.00) per month to provide for in-district, job-related expenses such as a cell phone, personal automobile use, local community service group membership (such as Rotary, Kiwanis, etc.) and like expenses. The Parties understand that this Allowance is in lieu of in-district mileage claims, business meals, tickets for in-district community events, etc. The Board shall annually review Employee's expense allowance and may revise or increase them as necessary.

## **7. OUT-OF-DISTRICT PROFESSIONAL CONFERENCES/MEETINGS/EXPENSE REIMBURSEMENT**

Employee may attend appropriate out-of-District professional conferences/meetings at regional, state, national, and international levels, with the concurrence of the Board President. Employee shall report relevant matters of such meetings to the Board.

Funds for out-of-District conferences, meetings, and professional organization dues will be included in the District budget. The District shall reimburse Employee for actual necessary out-of-District expenses Employee incurs in the scope of employment in accordance with applicable District policy.

## **8. HEALTH BENEFITS, RETIREMENT, AND LIFE INSURANCE**

The Board shall furnish Employee with the same health benefit package and retirement benefits provided to other management personnel. In addition, the Board agrees to provide a stipend of four hundred dollars (\$400.00) annually to purchase a life insurance policy in the name of Employee. If allowable, Employee may continue the life insurance policy at his own expense after he leaves the district.

**9. SICK LEAVE**

Employee shall accrue sick leave at the same rate as provided to other management personnel. Such days may be used prior to their accrual, not to exceed the total accrued sick leave plus the sick leave to be accrued in that contract year.

Employee shall report his use of sick leave, administrative leave, professional leave, and vacation days through the same process, forms, and procedures applicable to other management personnel.

**10. VACATION AND OTHER LEAVES**

Employee shall accrue paid vacation leave at the same rate as provided to other management personnel and shall be entitled to all paid holidays granted to management personnel.

Accrued vacation leave shall be used at a time mutually convenient to Employee and the Board. The Board reserves the right, upon giving reasonable notice, to direct Employee to use accrued vacation leave. If Employee plans to use more than one week of vacation at a time, he shall first notify the Board President. Employee's vacation accrual is capped at fifty (50) days. If Employee accrues fifty (50) days of vacation to, he shall not accrue any more vacation leave until he uses vacation leave. He may then accrue additional vacation leave until his accrual again reaches fifty (50) days.

Upon termination or expiration of this Agreement, Employee shall be entitled to compensation for accrued and unused vacation days, up to a maximum of fifty (50) days, at his then-current salary rate.

Employee shall also be entitled to take other leaves that are available to other management personnel.

**11. OUTSIDE PROFESSIONAL ACTIVITIES**

By prior approval of the Board (or ratification by the Board where prior approval is not feasible), Employee may undertake outside professional and volunteer activities, provided they do not interfere with his normal duties and do not result in a conflict of interest under statutory or common law. Employee shall undertake outside professional activities only on non-work days such as vacation days, holidays, weekends, or after work upon approval of Board Chair.

## 12. **GENERAL PROVISIONS**

a. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation, venue shall be in the County of Mendocino, State of California, and no other place.

b. **Entire Agreement**

This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the Board/Employee relationship

c. **No Assignment**

Employee may not assign or transfer any rights granted or obligations assumed in this Agreement.

d. **Modification**

This Agreement may be modified or superseded only by a written instrument executed by both of the Parties.

e. **Reimbursement**

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4, which requires reimbursement under the circumstances stated therein.

f. **Severability**

If one or more of the provision of this Agreement are declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of the Agreement.

g. Board Approval

The effectiveness of the Agreement shall be contingent upon approval by District's governing board at a regular meeting in open session as required by law.

h. Construction.

This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

i. Public Record

The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the day and year noted above.

\_\_\_\_\_  
Mr. Robert Jason Pinoli  
Board of Trustees  
Mendocino-Lake Community College District

Date: June \_\_\_\_, 2020

\_\_\_\_\_  
Dr. Timothy Karas  
Superintendent/President  
Mendocino-Lake Community College District

Date: June \_\_\_\_, 2020

SUBJECT: 2020/21 TENTATIVE BUDGETS

SYNOPSIS:

Board of Trustees consideration of adoption of the 2020/21 Tentative Budgets.

A public hearing on the proposed 2020/21 Adopted Budgets will be held at the regular Board of Trustees meeting by October 31.

RECOMMENDATION:

The Interim Superintendent/President recommends the adoption of the 2020/21 Tentative Budgets for the Mendocino-Lake Community College District General Fund, Debt Service Fund, Child Care Fund, Capital Projects Fund, Special Reserve Fund, Health Fund, Student Representation Fee Fund, Student Center Fund, and Student Financial Aid Award Projections, as shown in Attachments A through I.

ANALYSIS:

All California Community College Districts are required to adopt Tentative Budgets for the coming fiscal year and transmit them to the County Superintendent of Schools prior to July 1 of the current year. The Tentative Budgets reflect the best estimates of the coming year revenues and expenditures known at the time of submission. Due to the COVID-19 pandemic, this tentative budget is more preliminary than in prior years. In more typical years, there is little change between the May Revise and the Enacted budget.

The COVID-19 pandemic has severely damaged the economy of the world, the US, and the State of California. The State typically adopts its budget by June 30 and has indicated it will do so again this year. The State has also indicated it will be revising the budget again in August when personal income tax receipts are known. Due to COVID-19, the deadline for filing personal income tax returns was extended to July 15 and personal income taxes make up the largest portion of revenue to the State. The State has also experienced massive increased costs in addressing the pandemic. State revenues are down, and expenditures are up, creating a deficit which will be passed along to agencies such as community colleges which rely on state funding.

The budget for 2020/21 is very unclear at this point in time. The Governor's May Revise calls for no COLA and an 8% reduction in General Apportionment for all colleges. This budget is based upon this assumption which is a cut of \$1.9 million to Mendocino College. The statutory COLA due to colleges this year is 2.31% which would have been \$550,000 to Mendocino College. The 8% cut plus the non-funding of COLA total \$2.45 million in revenue loss to Mendocino College. The Governor's budget also calls for extreme deferral of payments to colleges which will have a negative impact on cash flow. The budget presented to the Board for adoption in September or October will likely look significantly different from this tentative budget. The Planning and Budget Committee will be looking for ways to reduce

expenditures to offset the cut in revenue. 85% of expenditures for the college are in salaries and benefits which makes expenditure reductions of this magnitude very difficult.

## **BEGINNING BALANCE**

The projected 2020/21 Unrestricted General Fund beginning balance is \$5,832,735 based on the 2019/20 budgeted ending balance. Currently over \$344,000 of prospective expenditures are encumbered. Actual expenditure levels cannot be determined until the current year's books are closed and those encumbrances are resolved.

## **REVENUE**

The General Fund revenue included herein is based on the most recent 2020/21 fiscal year budget information received from the Governor's Budget, the Governor's May Revise, the Chancellor's Office, the Community College League of California, the Legislative Analyst's Office, and School Services of California.

### General Apportionment

The Governor's May Revise calls for no COLA and an 8% reduction in General Apportionment for all colleges. General Apportionment makes up 92% of General Fund revenue. This proposed budget assumes that the District will earn apportionment based upon the new Student Centered Funding Formula (SCFF). The SCFF for 2020/21 is based on the following: 70% of apportionment on FTES, 20% on enrollment of low-income students, and 10% on successful student outcomes. The new funding formula will be completely phased in by the 2022/23 fiscal year and the hold harmless period will end at that time. Due to COVID-19, there are proposed changes to the SCFF that would extend the hold harmless timeline for an additional two years. The term "hold harmless" is a misnomer in years such as this where the college is facing a \$1.9 million reduction in revenue and will also not receive \$550,000 in COLA funding. Total general apportionment is budgeted at \$21,889,840 which is \$1.9 million less than 2019/20.

### COLA Revenue

COLA on general apportionment is statutorily determined by the United States Department of Commerce based upon the Implicit Price Deflator for State and Local Governments. Based on the Governor's May Revise, the District is statutorily due a 2.31% COLA for the 2020/21 fiscal year but will receive 0% COLA. There were five straight years during the Great Recession where colleges were due COLA and received none. This COLA was never funded and cost colleges 15.78% in purchasing power.

## **EXPENDITURES**

### Salaries, Wages, and Benefits

Projected 2020/21 costs for all currently authorized positions are reflected in this budget, including step and longevity increments for which current staff are eligible. The cost of these increments is an increase of approximately \$250,000 each year.

There are many vacant positions included in this budget that total a cost of \$635,000. Those positions will be reviewed and put on hold to the extent possible in order to limit expenditures during this uncertain budget climate. Temporary assignments (STNC) are also being reviewed and will be curtailed to the extent possible to reduce expenditures. The instructional schedules for summer and fall have been converted to primarily online. This will result in fewer class sections



which will lower the hourly instructional costs for the fiscal year. These adjustments will be made when the adopted budget is presented to the Board later in the fall.

Salaries and wages are budgeted according to the terms of the current collective bargaining agreements. The District has completed the negotiations with SEIU (Classified) and MPFA (part-time faculty), both groups received a 2% increase for 2020/21. Tentative Agreements with MCFT (full-time faculty), the Management Team, and Vice Presidents are elsewhere in this agenda and include the same 2% increase for 2020/21. This proposed budget includes MPFA and SEIU previously settled agreements but does not yet include the cost of the 2% for MCFT, Management Team, nor Vice Presidents. The costs of these agreements will be included in the Adopted Budget when it is presented to the Board in the fall.

Based on the Governor's May revised budget, this budget includes a PERS (Public Employee Retirement System) District contribution rate of 20.70%, an increase from the 2019/20 rate of 19.721% which will result in a cost increase of \$16,000.

Based on the Governor's May Revised budget, this budget includes a 2020/21 STRS (State Teachers Retirement System) District contribution rate of 16.15% a decrease from 17.10% in 2019/20 which will result in a reduction in cost of \$11,000.

#### Supplies and Services

Departmental supplies and services budgets reflect the same level as prior years. However, PBC is discussing reductions to offset the reduction in revenue.

#### Capital Outlay

The unrestricted funding for capital outlay within the General Fund is comprised of \$50,000 for computers scheduled for replacement on the refresh cycle and \$10,000 for computers for new hires. This is another area PBC will be discussing for reduction.

### **CATEGORICAL PROGRAMS**

The proposed June Tentative Budget includes 60 categorical programs, totaling approximately \$10.2 million. The May Revise included steep cuts to some categorical programs. The Adult Education (MLACE) program is up for a 10% reduction, the Student Equity and Achievement (SEA) program is slated for a 15% to 20% reduction, and the Strong Workforce Program is facing a 50% to 60% reduction. Like most categorical programs, these programs fund salaries and benefits of employees. Should these cuts remain in the Enacted budget, the college will be faced with very difficult decisions. In addition to the cuts, the amount is a lower level than 2019/20 due to lower carryover amounts.

### **ACTUARIAL LIABILITIES FOR RETIREE HEALTH BENEFITS (OPEB)**

The college provides post-employment health care coverage for eligible retired employees and their dependents in accordance with negotiated contracts with the various bargaining units. The college is required by GASB 75 to plan for Other Post Employment Benefit (OPEB) liabilities and disclose the Total OPEB Liability (TOL) in its financial statements. The college contracts with an actuary to estimate the future liability of these benefits. The most recent study conducted in August 2019 determined the TOL to be \$6,079,068. The District currently has an OPEB reserve of \$1,500,218 in the Special Reserve Fund, which is 25% of the total TOL.

## **BOARD BUDGET PARAMETERS**

### General Fund Budget Parameters

#### **Unrestricted Ending Balance**

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

**NOT MET – Due to the cuts to apportionment revenue, the ending reserve is estimated at 10.62%. The District is reviewing expenditures and will need to identify approximately \$1.2 million in solutions in order to meet the budget parameter target of a 15% reserve. There is also a possibility that the state budget when it is enacted will be more favorable to the college than the May Revise.**

#### **Balanced Budget**

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

**NOT MET – The Unrestricted General Fund budget is out of balance by \$2,990,318 of which \$163,000 is due to one-time transactions. Therefore, this budget has an ongoing structural deficit of \$2,827,318. The District is reviewing expenditures and will need to identify ways to reduce this deficit spending. There is also a possibility that the state budget when it is enacted will be more favorable to the college than the May Revise.**

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

**NOT MET – The Unrestricted General Fund budget is out of balance by \$2,990,318 of which \$163,000 is due to one-time transactions. Therefore, this budget has an ongoing structural deficit of \$2,827,318. The District is reviewing expenditures and will need to identify ways to reduce this deficit spending. There is also a possibility that the state budget when it is enacted will be more favorable to the college than the May Revise.**

### Health Fund Budget Parameter

#### **Health Fund**

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

#### **ENDING BALANCE**

The projected 2020/21 General Fund ending fund balance is \$2,842,417 million or 10.62% of expenditures and transfers. The Board has directed administration to set aside the

amount estimated to cover future STRS/PERS pension cost increases. This amount totals \$114,400 for the time period from 2021/22 to 2022/23. With this amount set aside in the General Fund, the unrestricted reserve is lowered to \$2,728,017 or 10.20% of expenditures and transfers. Typically, District expenditures are known with greater accuracy than revenues at this time. The 2020/21 beginning balance will also be more precisely projected by the time the Adopted Budget is presented as most financial transactions for 2019/20 will have been reconciled by that time. Revenue will be able to be more accurately estimated after the State approves a second budget for the year in August.

## **SUMMARY**

In summary, there are many revenue and expenditure assumptions included in this budget that will likely change based upon the final budget enacted by the State. 2015/16 through 2019/20 were very good budget years for community colleges. 2020/21 and beyond are very uncertain due to the major negative impacts the COVID-19 pandemic has had on the economy of the world, nation, and state.

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

- ✓ Deficit factor on apportionment
- ✓ Changes to the Student Centered Funding Formula (SCFF)
- ✓ State offset of college STRS and PERS contribution rates
- ✓ State budget cuts related to COVID-19
- ✓ Expenditure reductions in response to State budget cuts to revenue

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

## **OTHER FUND BUDGETS**

The Debt Service Fund Budget (Attachment B) was included for the first time in 2009/10 to reflect the debt service payments on the Solar project. A portion of the project was funded by municipal lease bonds and the debt service will be offset by the energy savings from the solar field and PG&E rebates. The transfer from the General Fund will be \$278,092 and will be paid off by February 2021. At that time the debt service fund will no longer be necessary these funds will be available for other purposes.

The Child Care Fund Budget (Attachment C) reflects a program similar to the 2019/20 program, except that the center will not operate a Summer 2020 program. The estimated increased costs for salary step and column advancements are included in this budget. The proposed budget reflects a General Fund subsidy of \$141,261.

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

The Special Reserve Fund Budget (Attachment E) includes reserves for accrued vacations, load banking, GASB 75 requirements, and self-insurance (active/retiree health plans, property,

liability, and workers' compensation). Accrued vacation and load banking are each reserved at 25% of the total value of vacation and load banking accruals respectively, based on the most recent audited figures.

The Health Fund Budget (Attachment F) identifies those monies set aside for payment of health benefits during the 2020/21 fiscal year. This fund will be closed out in the 2020/21 fiscal year because the college will no longer be self-funded for health benefits as of July 1, 2020. However, there will still be some claims paid after June 30 in this fund for claims that occurred prior to the end of the fiscal year but not paid until after July 1.

The Student Representation Fee Fund Budget (Attachment G) reflects the \$2 per semester that each student pays to support student government here at the college and at the State level.

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

The Student Financial Aid Award Projections Budget (Attachment I) reflects a program similar to the 2019/20 program.

**MOTION/ACTION:**

RESOLVED, That the Board of Trustees of the Mendocino-Lake Community College District does hereby adopt the proposed 2020/21 Tentative Budgets as presented and shown on Attachments A-1 through I:

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

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
UNRESTRICTED GENERAL FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 11		2020/21 TENTATIVE BUDGET FUND 11	
BEGINNING FUND BALANCE	\$ 6,754,373		\$ 5,832,735	
<b>REVENUE:</b>				
A. Federal	37,500		37,500	
B. State	13,125,945		11,360,654	
C. Local	12,582,404		12,363,812	
TOTAL REVENUE	<u>\$ 25,745,849</u>		<u>\$ 23,761,966</u>	
<b>EXPENDITURES:</b>				
A. Certificated Salaries and Wages	\$ 10,490,635		\$ 10,593,985	
Classified Salaries and Wages	<u>5,028,161</u>		<u>5,354,005</u>	
Subtotal Salaries and Wages	15,518,796		15,947,990	
Fringe Benefits	<u>6,719,430</u>		<u>6,767,129</u>	
Total Personnel Costs	22,238,226		22,715,119	
B. Supplies	759,099		649,211	
C. Contractual Services	2,960,931		2,749,817	
D. Capital Outlay	82,098		73,754	
E. Transfers				
To Capital Project Fund	-		125,000	
To Child Care Fund	220,572		161,291	
To Debt Service Fund	<u>406,561</u>		<u>278,092</u>	
	627,133		564,383	
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 26,667,487</u>		<u>\$ 26,752,284</u>	
<b>FUND BALANCE:</b>				
A. Designated (PERS/STRS)	525,000		114,400	
B. Undesignated	<u>5,219,004</u>	19.57%	<u>2,728,017</u>	10.20%
TOTAL ENDING FUND BALANCE	5,832,735	21.87%	2,842,417	10.62%
CHANGE IN RESERVES	<u>\$ (921,638)</u>		<u>\$ (2,990,318)</u>	

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
RESTRICTED GENERAL FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 12	2020/21 TENTATIVE BUDGET FUND 12
BEGINNING FUND BALANCE	\$ 245,888	\$ 254,631
<u>REVENUE:</u>		
A. Federal	1,654,487	1,702,535
B. State	10,671,010	8,416,987
C. Local	118,000	109,000
TOTAL REVENUE	<u>\$ 12,443,497</u>	<u>\$ 10,228,522</u>
<u>EXPENDITURES:</u>		
A. Certificated Salaries and Wages	\$ 1,986,876	\$ 1,636,564
Classified Salaries and Wages	1,764,858	1,431,993
Subtotal Salaries and Wages	<u>3,751,734</u>	<u>3,068,557</u>
Fringe Benefits	1,464,298	1,227,423
Total Personnel Costs	<u>5,216,032</u>	<u>4,295,980</u>
B. Supplies	716,125	511,426
C. Contractual Services	4,118,593	3,392,655
D. Capital Outlay	802,308	613,711
E. Transfers to Student Financial Aid Fund and Other Payments To/For Students	<u>1,581,696</u>	<u>1,431,993</u>
TOTAL EXPENDITURES AND TRANSFERS	<u>\$ 12,434,754</u>	<u>\$ 10,245,765</u>
ENDING FUND BALANCE	\$ 254,631	\$ 237,388
CHANGE IN RESERVES	<u>\$ 8,743</u>	<u>\$ (17,243)</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
DEBT SERVICE FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 29	2020/21 TENTATIVE BUDGET FUND 29
BEGINNING FUND BALANCE	\$ -	\$ -
<u>REVENUE:</u>		
A. Interest	(3,000)	(2,000)
B. Transfer from General Fund - Solar	406,561	278,092
TOTAL FUNDS AVAILABLE	<u>\$ 403,561</u>	<u>\$ 276,092</u>
<u>EXPENDITURES:</u>		
A. Solar debt service payments	\$ 403,561	\$ 276,092
RESERVES	-	-
TOTAL EXPENDITURES AND RESERVES	<u>\$ 403,561</u>	<u>\$ 276,092</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
CHILD CARE FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 33	2020/21 TENTATIVE BUDGET FUND 33
<b>REVENUE:</b>		
Federal		
A. Food Program	\$ 20,000	\$ 26,000
State		
B. CA State Preschool Program	197,593	249,209
C. Food Program	1,000	1,500
D. General Contract	203,099	223,908
Local		
E. Parent Fees - Non-Certified/Full Fee	78,000	75,000
F. Other Local Income	-	-
Transfers		
G. General Fund Subsidy	207,024	141,291
H. Employee Child Care Benefit	13,548	20,000
<b>TOTAL REVENUE</b>	<b>\$ 720,264</b>	<b>\$ 736,908</b>
<b>EXPENDITURES:</b>		
A. Personnel Costs		
1. Salary and Wages		
Classified Regular	\$ 249,443	\$ 257,951
Classified Hourly	214,985	214,985
	<u>464,428</u>	<u>472,936</u>
2. Benefits	190,508	196,898
Total Personnel Costs	<u>654,936</u>	<u>669,834</u>
B. Supplies	42,942	45,450
C. Contractual Services	<u>22,386</u>	<u>21,624</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ 720,264</b>	<b>\$ 736,908</b>



**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
CAPITAL PROJECTS FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 41	2020/21 TENTATIVE BUDGET FUND 41
BEGINNING FUND BALANCE		
Unrestricted	\$ 889,305	\$ 543,364
TOTAL BEGINNING FUND BALANCE	889,305	543,364
<u>REVENUE:</u>		
A. Interest	15,000	15,000
B. Physical Plant Block Grant	20,741	-
C. Redevelopment Agency On-going	150,000	150,000
D. NCCCSIA Return of Equity	30,000	30,000
E. NCCCSIA Safety Credit	17,000	17,000
F. Other Local Grants	17,500	-
G. Transfer from General Funds	-	125,000
TOTAL REVENUES	250,241	337,000
TOTAL FUNDS AVAILABLE	<u>\$ 1,139,546</u>	<u>\$ 880,364</u>
<u>EXPENDITURES AND TRANSFERS:</u>		
A. HVAC Upgrades	\$ 140,000	\$ 140,000
C. Lake Center		
B. Campus Signs	41,287	-
C. Disabled Access Improvements	50,000	50,000
D. Technology Master Planning	50,000	-
E. Network Upgrade	-	62,500
F. Traffic Light	270,000	-
G. Safety Improvements	40,000	40,000
H. Facilities Master Planning	17,395	
I. Other Capital Projects	127,500	162,500
TOTAL EXPENDITURES	736,182	455,000
RESERVES	403,364	425,364
TOTAL EXPENDITURES AND RESERVES	<u>\$ 1,139,546</u>	<u>\$ 880,364</u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
SPECIAL RESERVE FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 61	2020/21 TENTATIVE BUDGET FUND 61
BEGINNING FUND BALANCE	\$ 2,297,748	\$ 2,309,415
<u>REVENUE:</u>		
A. Interest	45,000	40,000
B. Transfer from Health Fund	-	-
TOTAL FUNDS AVAILABLE	<u>\$ 2,342,748</u>	<u>\$ 2,349,415</u>
<u>EXPENDITURES AND TRANSFERS:</u>		
A. Transfer to General Fund	<u>33,333</u>	<u>-</u>
<u>RESERVES:</u>		
A. Accrued Vacation Reserve	\$ 169,531	\$ 169,531
B. Load Banking Reserve	111,025	111,025
C. Health Fund Reserve	275,000	275,000
D. Incurred But Not Recorded (IBNR) Health Benefits	180,000	180,000
E. GASB 75 Reserve	1,500,218 *	1,500,218 *
F. Self-Insurance Reserve	73,641	113,641
TOTAL RESERVES	<u>2,309,415</u>	<u>2,349,415</u>
TOTAL EXPENDITURES AND RESERVES	<u>\$ 2,342,748</u>	<u>\$ 2,349,415</u>

\*Total GASB 75 liability per actuarial study dated August 6, 2019 is \$6,079,068.

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
HEALTH FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 62	2020/21 TENTATIVE BUDGET FUND 62
BEGINNING FUND BALANCE	\$ 810,497	\$ 810,497
<u>REVENUE:</u>		
A. Contribution from Other Funds	4,251,770	-
B. Employee Contributions	40,000	-
C. Interest	1,500	-
TOTAL REVENUE	<u>4,293,270</u>	<u>-</u>
TOTAL FUNDS AVAILABLE	<u><u>\$ 5,103,767</u></u>	<u><u>\$ 810,497</u></u>
<u>EXPENDITURES:</u>		
A. Health Care Services	\$ 4,293,270	\$ 810,497
B. Transfer to Special Reserve Fund	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u>4,293,270</u>	<u>810,497</u>
RESERVES	<u>810,497</u>	<u>-</u>
TOTAL EXPENDITURES AND RESERVES	<u><u>\$ 5,103,767</u></u>	<u><u>\$ 810,497</u></u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
STUDENT REPRESENTATION FEE FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 72	2020/21 TENTATIVE BUDGET FUND 72
BEGINNING FUND BALANCE	\$ 39,088	\$ 50,688
<u>REVENUE:</u>		
A. Student Representation Fees	16,000	22,000
B. State Portion of Representation Fees	(5,000)	(11,000)
C. Interest	600	750
TOTAL REVENUE	<u>11,600</u>	<u>11,750</u>
TOTAL FUNDS AVAILABLE	<u><u>\$ 50,688</u></u>	<u><u>\$ 62,438</u></u>
<u>EXPENDITURES:</u>		
A. Services (Travel)	<u>\$ 9,000</u>	<u>\$ 11,750</u>
TOTAL EXPENDITURES	9,000	11,750
RESERVES	<u>41,688</u>	<u>50,688</u>
TOTAL EXPENDITURES AND RESERVES	<u><u>\$ 50,688</u></u>	<u><u>\$ 62,438</u></u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
STUDENT CENTER FUND  
2020/21**

	2019/20 REVISED BUDGET FUND 73	2020/21 TENTATIVE BUDGET FUND 73
BEGINNING FUND BALANCE	\$ 326,684	\$ 320,934
<u>REVENUE:</u>		
A. Student Center Fees	32,000	32,000
B. Charging Station Revenue	-	25,000
C. Interest	5,000	5,000
TOTAL REVENUE	<u>37,000</u>	<u>62,000</u>
TOTAL FUNDS AVAILABLE	<u><u>\$ 363,684</u></u>	<u><u>\$ 382,934</u></u>
<u>EXPENDITURES:</u>		
A. Student Salary & Benefits	\$ 10,250	\$ 19,500
B. Supplies	4,500	6,000
C. Services	3,000	4,500
D. Equipment	-	25,000
TOTAL EXPENDITURES	<u>17,750</u>	<u>55,000</u>
RESERVES	<u>345,934</u>	<u>327,934</u>
TOTAL EXPENDITURES AND RESERVES	<u><u>\$ 363,684</u></u>	<u><u>\$ 382,934</u></u>

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
STUDENT FINANCIAL AID AWARD PROJECTIONS  
2020/21**

	<u>2019/20 ESTIMATED AWARDS</u>	<u>2020/21 ESTIMATED AWARDS</u>
<u>SOURCE OF FUNDS:</u>		
FEDERAL SOURCES		
A. PELL GRANT	\$ 4,900,000	\$ 4,900,000
B. FSEOG	105,000	120,000
C. BUREAU OF INDIAN AFFAIRS	4,500	4,500
D. DIRECT LOANS	640,355	790,000
E. AMERICORPS	15,000	15,000
F. FEDERAL WORK STUDY	97,910	120,000
TOTAL FEDERAL SOURCES	<u>5,762,765</u>	<u>5,949,500</u>
STATE SOURCES		
A. CAL GRANT	590,000	730,000
B. EOPS GRANT	148,000	148,000
C. CHAFEE GRANT	40,000	40,000
F. STUDENT SUCCESS COMPLETION	341,124	480,000
TOTAL STATE SOURCES	<u>1,119,124</u>	<u>1,398,000</u>
LOCAL SOURCES		
A. SCHOLARSHIPS	250,000	250,000
TOTAL FUNDS	<u>\$ 7,131,889</u>	<u>\$ 7,597,500</u>
<u>DISBURSEMENTS:</u>		
A. STUDENT FINANCIAL AID	<u>\$ 7,131,889</u>	<u>\$ 7,597,500</u>

SUBJECT: DISTRICT ORDER OF PRIORITIES FOR FIVE-YEAR CAPITAL  
OUTLAY PLAN, 2022-2026

SYNOPSIS:

Board of Trustees consideration of establishing District Order of Priorities for Five-Year Capital Outlay Plan for 2022-2026.

RECOMMENDATION:

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

ANALYSIS:

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

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

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

**PROJECTS IN PRIORITY NUMBER**

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

*Reference Board Policy 320, Institutional Planning*

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees does hereby approve the District Order of Priorities for the Five-Year Capital Outlay Plan, 2022-2026 as presented.

ITEM NO: 6.4  
DATE: June 10, 2020

SUBJECT: CHILD DEVELOPMENT CENTER CONTRACT – RESOLUTON 06-20-01

SYNOPSIS:

The California Department of Education has provided a General Child Care & Development Program Contract (CCTR-0144), with a Maximum Reimbursable Amount of \$223,908.00.

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 06-20-01, California Department of Education Contract Number CCTR-0144 in the amount of \$223,908.00.



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

**RESOLUTION 06-20-01**

**GENERAL CHILD CARE & DEVELOPMENT PROGRAM CONTRACT (CCTR-0144)**

BE IT RESOLVED that the Board of Trustees of the Mendocino-Lake Community College District authorizes entering into local agreement number CCTR-0144 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	_____	Noel O'Neill	_____
TeMashio Anderson	_____		

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

PASSED AND ADOPTED THIS 10th day of June, 2020, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

I, Xochilt Martinez, 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: CHILD DEVELOPMENT CENTER CONTRACT – RESOLUTON 06-20-02

SYNOPSIS:

The California Department of Education has provided a General Child Care & Development Program Contract (CSPP-0299), with a Maximum Reimbursable Amount of \$249,209.00.

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 06-20-02, California Department of Education Contract Number CSPP-0299 in the amount of \$249,209.00.

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

**RESOLUTION 06-20-02**

**GENERAL CHILD CARE & DEVELOPMENT PROGRAM CONTRACT (CSPP-0299)**

BE IT RESOLVED that the Board of Trustees of the Mendocino-Lake Community College District authorizes entering into local agreement number CSPP-0299 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	_____	Noel O'Neill	_____
TeMashio Anderson	_____		

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

PASSED AND ADOPTED THIS 10th day of June, 2020, by the Board of Trustees of the Mendocino-Lake Community College District of Mendocino and Lake Counties, California.

I, Xochilt Martinez, 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: BOARD POLICIES AND REVISIONS – SECOND READING

SYNOPSIS:

New and/or revised board policies are presented for adoption.

RECOMMENDATION:

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

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

Board Policy 3600– Auxiliary Organizations – This board policy was last revised in January 2015. It has been properly vetted through the College's participatory governance process. The policy was first reviewed by the President's Policy Advisory Committee on March 27, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on April 24, 2020. A copy of the approved administrative procedure has been included as information only.

Board Policy 6700 – Civic Center and Other Facilities Use – This legally required board policy was last revised in 2010 and has been revised and updated under the direction of the Director of Facilities. The policy was first reviewed by the President's Policy Advisory Committee on March 27, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on April 24, 2020. A copy of the approved administrative procedure is included as information only.

MOTION/ACTION:

RESOLVED, that the Board of Trustees of the Mendocino-Lake Community College District does hereby adopt the additions and/or revisions to Board Policy 3600 and Board Policy 6700 as presented.



## **AUXILIARY ORGANIZATIONS**

The Board may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.

The Superintendent/President shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the Chancellor for the California Community Colleges as required by law. At a minimum, the procedures shall address the subjects required by Title 5.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5 Section 59257(j).

Any auxiliary organization recognized by the Board shall conduct its business in accordance with the administrative procedures adopted by the Superintendent/President pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board shall comply with Education Code provisions regarding:

- the composition of a board of directors and the way in which it conducts its meetings;
- conducting an annual audit;
- employing its work force;
- expending and appropriating its funds, and keeping its records.

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college districts or providing the District with an unfair advantage with respect to any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.

~~See Administrative Procedure 3600.1.~~

References: Education Code Sections 72670 et seq.;  
Title 5 Sections 59250 et seq.



# ADMINISTRATIVE PROCEDURES

No. 3600.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## MENDOCINO COLLEGE FOUNDATION, INC.

The Mendocino College Foundation, Inc., as an auxiliary organization, may only provide services, functions, or programs as specified in Section 59259 of Title 5 of the California Code of Regulations, including facilities and equipment; loans, scholarships, grants-in-aid; workshops, conferences, institutes, and federal projects; gifts, bequests, devises, endowments and trusts; and public relations programs.

The Board of Trustees of Mendocino College shall:

- (a) Ensure that an audit of the Mendocino College Foundation, Inc. is performed annually;
- (b) Periodically review and submit any changes in district implementing regulations to the Chancellor for approval;
- (c) Submit to the Chancellor any changes made in any written agreement, articles of incorporation, bylaws or other governing instrument pertaining to the Foundation;
- (d) Once per year, or as necessary, review the Foundation for compliance with pertinent Education and Title 5 codes and district implementing regulations, including the bylaws of the Foundation, and the written agreement between the Board of Trustees and the Foundation.
- (e) Prepare and keep a list of auxiliary organizations;
- (f) Report to the Chancellor as may be required on the Foundation's operations.

A certified public accountant (CPA) shall be selected by the Foundation, and the Superintendent/President, or designee, shall forward the applicable auditing and reporting procedures to the selected CPA.

The Superintendent/President shall be responsible for ascertaining the integrity, propriety, and compliance with policies and regulations of the Foundation's expenditures.

The purposes and operations of the Foundation shall conform to all applicable regulations, agreements, bylaws, and laws, including the pertinent sections in the Education Code and Title 5.

The Board of Directors of the Foundation shall approve all expenditures and fund appropriations of the Foundation. Expenditures/appropriations outside the normal business of the Foundation shall be approved by the Superintendent/President and the Chief Business Official of Mendocino College.

The Board of Directors of the Mendocino College Foundation, Inc. shall conduct its business

in public meetings in accordance with the provisions of Education Code, Government Code and Title 5.

No member of the Board of Directors shall have any financial interests which are directly and materially affected by the contracts or transactions of the Foundation.

References: Education Code Sections 72670 et seq.;  
Government Code Sections 12580 et seq.;  
Title 5 Sections 59250 et seq.



**CIVIC CENTER AND OTHER FACILITIES USE OF FACILITIES**  
**(CIVIC CENTER ACT)**

~~The Board of Trustees of the Mendocino Lake Community College District encourages the use of District facilities by groups and organizations whose purpose contribute to the development and well being of the community at large.~~

~~The accomplishment of the educational mission of the College shall have first priority in all decisions regarding use of any District facilities. Use of any facility shall not be authorized where such use may interfere with, infringe upon or impede the educational process.~~

~~Educational Code 82542 authorizes the use and fees for the use of College facilities by outside groups. College facilities may also be used by individuals or organizations pursuant to provisions of the Civic Center Act (Education Code section 82537 et seq.) for special conditional uses.~~

~~The Board directs the Superintendent/President to establish procedures that respond to the needs and interests of our community. These procedures shall ensure that persons or organizations using College property are charged such fees as are authorized by law, and shall include reasonable rules regarding the time, place and manner of use of College facilities. The Superintendent/President or designee may authorize the waiver of fees to groups whose work is compatible with or supplementary to the educational purposes of the District. Procedures shall also require persons or organizations to provide the District with a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages or injuries incurred by any person as a result of their use of the facilities.~~

~~College property shall be used only in accordance with Federal, State, and local laws and shall not be used for any unlawful activity. No group or organization may use College property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.~~

**There is a Civic Center at the college. The Civic Center is the auditorium in the Center for Visual and Performing Arts building. Use of the Civic Center shall be granted as provided by law. The Superintendent/President shall establish procedures regarding the use of District property and facilities, including property designated by the District as a Civic Center, by community groups, outside contractors, and others.**

*Adopted: December 19, 1978*

*Revised: November 1, 1989*

*December 2, 1992*

*June 2, 2010*

*March 2020*



**The administrative procedure shall reflect the requirements of applicable law, including Education Code Section 82537, regarding Civic Centers. The procedures shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of students.**

**No group or organization may use District property to unlawfully discriminate against persons outlined in Board Policy 3410 or the perception that a person has one or more of the outlined characteristics, or because a person associates with a person or group with one or more of these actual or perceived outlined characteristics, or on any basis prohibited by law.**

**Use of the District 's Civic Center will be only for the purposes described by the California Legislature in Education Code Section 82537(a). These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts" in order to "engage in supervised recreational activities" or "meet and discuss, from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside." (Education Code Section 82537(a)) In granting permission to use the Civic Center, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.**

Reference: **Education Code Sections 81378, 82537 and 82542, 82544, 82548**  
**Title 5 Sections 59601 et seq.**



# ADMINISTRATIVE PROCEDURES

No. 6700.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## CIVIC CENTER AND OTHER FACILITIES USE

### General Provisions

District facilities identified as Civic Centers or as designated public forums are available for community use when such use does not conflict with District programs and operations. Facility use shall be limited to places and times identified by the Vice President of Administrative Services or designee but shall be sufficiently frequent, and available on specific dates and times, so as to allow meaningful use by outside groups. Not all college facilities are available for public use. For example, facilities with specialized equipment, such as science labs, are not available for rent. Except as provided in these procedures, or as authorized by law, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The Vice President of Administrative Services or designee is responsible for the coordination and implementation of these procedures. The Vice President of Administrative Services shall determine all applicable fees to be charged.

Outside the designated public forum areas, the following shall apply: All user groups shall be required to provide the District with a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages, or injuries incurred by any person as a result of their use of the facilities. All user groups shall also be required to provide a certificate of insurance with limits acceptable to the District and/or other proof of financial responsibility acceptable to the District.

### Civic Centers

Eligible persons or groups may use District buildings or grounds designated as the Civic Center for public, literary, scientific, recreational, or educational meetings, or for discussion of matters of general or public interest, subject to this procedure.

The groups identified in Education Code Section 82542(a) will be permitted, “when an alternative location is not available,” as described in the statute, to use District facilities upon payment only of the following:

- the cost of opening and closing the facilities, if no District employees would otherwise be available to perform that function as a part of their normal duties;
- the cost of a District employee’s presence during the organization’s use of the facilities if it is determined that the supervision is needed, and if that employee would not otherwise be present as part of their normal duties;
- the cost of custodial services, if the services are necessary and would not have

- otherwise been performed as part of the custodian's normal duties; and
- the cost of utilities directly attributable to the organization's use of the facilities.

Except as provided herein, other groups shall be charged an amount not to exceed the direct costs of District facilities. Direct costs shall include costs of supplies, utilities, custodial services, services of any other District employees, and salaries paid District employees necessitated by the organization's use of District facilities. Additionally, except for classroom-based programs that operate after school hours and organizations retained by the college or District to provide instruction or instructional activities to students during school hours, direct costs shall also include costs for maintenance, repair, restoration, and refurbishment of college facilities and grounds used by the group.

The District shall maintain a fee schedule adopted by the Board that includes the hourly fee for each specific school facility and grounds.

The following shall be charged fair market value for the use of District facilities:

- Any church or religious organization for the conduct of religious services, which may be conducted for temporary periods where the church or organization has no suitable meeting place for the conduct of such services.
- Entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the students of the District or for charitable purposes.

The Office of Emergency Services or other public agencies may use District facilities, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and the District will cooperate with these agencies in furnishing and maintaining services deemed by the Board of Trustees to be necessary to meet the needs of the community.

### **Rules for Facilities Use**

Requests for use of the District's facilities must be made at least 10 business days in advance of the first date of use being requested. Requests shall be made to the Director of Facilities via the Facilities Department on forms provided by the District. Authorization to use the District facilities shall be based on a reservation system and the priorities for student and other use detailed at the end of this Section.

**NOTE:** This request requirement does not apply to groups intending to use available designated public forums for expressive activities. Rules applicable to those areas are described in the procedure for Speech: Time, Place and Manner (Board Policy #3900).

Permission to use District facilities shall not be granted for a period to exceed one fiscal year. No person or organization may be granted a monopoly on any facility.

Excepting the Coastal Field Station, overnight camping on District facilities, including in the designated public forum areas, is prohibited. No person or organization may use any District facility for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or making any fire, or using any tents or other structure for sleeping, or doing any digging or earth breaking, or carrying on cooking activities.

All charges for the use of District facilities are payable 60 hours in advance.

Any persons applying for use of District property on behalf of any groups shall be a member of the groups and, unless they are an officer of the group, must present written authorization to represent the group. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property.

The District may require security personnel as a condition of use whenever it is deemed to be in the District's best interests.

No person applying for use of District property shall be issued a key to District facilities.

Future facility requests may be denied on grounds included, but not limited to, abuse, or misuse of District property and failure to pay promptly for any damage to District property.

No alcoholic beverages, intoxicants or controlled substances *in any form* shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.

Use of the facilities will comply with Board Policy 305 (Tobacco Use on Campus) and Board Policy 3550 (Drug Free Environment and Drug Prevention Program).

No structures, electrical modification, or mechanical apparatus may be erected or installed on District property without specific written approval by the Director of Facilities.

All decorative materials, including but not limited to draperies, hanging, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

**Priority for the Use of District Facilities will be as follows:**

1. Student clubs and organizations
2. Fundraising entertainment or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the District.
3. Parent-teachers' associations
4. School-community advisory councils
5. Other public or non-profit entities

6. All other allowable uses

References: Education Code Section 82537 and 82542;  
Public Resources Code Section 42648.3;  
Title 5 Sections 59601 et seq.;  
Clark v. Community for Creative Non-Violence (1984) 468 U.S. 288, 104 S.  
Ct. 3065, 82 L.Ed..2D 221

Mendocino College Facility Use Analysis 2020									
Location		Current Fee		Fair Market Value		Capital & Direct Costs			
CVPA Theatre		\$400 first three hours, \$30/hour after		\$265.93 per hour (1)		\$194.50 per hour + \$200 per day*			
		plus custodial, security and tech fees				or, \$200/8 = \$25 + \$194.50 per hour= \$219.50			
Little Theatre		\$200 first three hours, \$30/hour after		\$161.02 per hour (2)		\$40.55 per hour + \$100 per day *			
		plus custodial, security and tech fees				or, \$100/8 = \$12.50 + \$40.55= \$53.05			
Student Center		\$60 per hour		\$40.37 per hour (3)		\$35.39 per hour			
Other Lowery		\$40 per hour				\$.014/sqft per hour			
Board Room 1060		\$60 per hour		\$40.37 per hour (3)		\$24.50 per hour			
Other MacMillan						\$.03/sqft per hour			
LLRC 4210		\$60 first hour		\$40.37 per hour (3)		\$38.42 per hour			
LLRC 4134		\$60/first hour		\$40.37 per hour (3)		\$13.50 per hour			
Other LLRC Rooms		\$50 per hour				\$.03/sqft per hour			
Gym		\$200 first hour, \$50/ hour after		\$217.50 per hour (4)		\$240.26 per hour			
		plus custodial, security							
Softball/Baseball		\$119 first hour, \$150/ hour after		\$125 per hour		\$100 per hour			
Track		plus custodial, security							
Tennis Courts		\$50 per hour per court				\$50 per hour per court			

Lake Center Round		\$50 per hour		\$40.37 per hour (3)		\$28.97 per hour				
Other Lake Center		N/A				\$.019/sqft per hour				
Willits		N/A				\$.019/sqft per hour				
Coast		N/A				\$.019/sqft per hour				

## Actual Comparisons

Location	Example	Charge	Fair market	Direct/Indirect
	CVPA Big theatre Performance (5/2019)	\$3,495 19.5 hours	\$5,185.63	\$4,280.25
Little Theatre	Speaker (7/10/2019)	\$203.50 1 hour	\$161.02	\$53.05
LLRC 4210	Meeting (5/11/2019)	\$103.50 1.5 hours	\$60.55	\$57.63
Gym	Science Fair (3/29/19)	\$2,304.50 10.5 hours	\$2,283.75	\$2,522.73
Lake Center Roun	Meeting (11/13/19)	\$50 1 hour	\$40.37	\$28.97



**(1)- CVPA Big Theatre Fair Market Value Comps:**

Fairgrounds- Purdy Hall= \$318.75 per hour

Cotton Auditorium (FB)= \$110 per hour

Santa Rosa JC Burbank Auditorium= \$435 per hour

Space Theatre= \$200 per hour

Total =  $\$1063.75 / 4 = \$265.93$  per hour

**(2) Little Theatre Fair Market Value Comps:**

Alex Rorabaugh Large Conf Room = \$50 per hour

Eagles Hall Theatre (FB)= \$62.50 per hour

Ukiah High School Little Theatre= \$80 per hour

Fairgrounds- Fine Arts= \$215.62 per hour

Santa Rosa JC Carole L. Ellis Auditorium= \$315 per hour

Santa Rosa JC Newman Auditorium= \$243 per hour

Total =  $\$966.12 / 6 = \$161.02$

**(3) LLRC 4210 & Lake Center Round Room Fair Market Value Comps:**

Ukiah valley Conference Center Chenin Blanc Room= \$37.50 per hour

Santa Rosa JC Smart Classroom = \$68 per hour

Mendocino County Office of Education River Room= \$15.62 per hour

Total=  $\$121.12 / 3 = \$40.37$  per hour

**(4) Gym Fair Market Value Comps:**

UUSD = \$100 per hour (fee + custodial)

Solano Community College= \$261 per hour

Alex Rorabaugh Gym= \$125 per hour

Santa Rosa JC Haehl Pavilion = \$384 per hour

Total=  $\$870 / 4 = \$217.50$

\*- Theatre Equipment Replacement Fee

SUBJECT: COLLEGE AND CAREERS ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT – SECOND READING

SYNOPSIS:

New College and Careers Access Pathways (CCAP) Partnership Agreement is 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 agreement, the Governing Boards of Mendocino-Lake Community College District and Round Valley Unified School District certify compliance with the following regulations required for the adoption of said CCAP agreement:

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

*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*

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the CCAP Agreement with Round Valley Unified School District.

**College and Careers Access Pathways Partnership (CCAP) Agreement Between  
Mendocino Lake Community College District and Round Valley 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 Round Valley Unified School District (RVUSD) 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 Round Valley 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 Round Valley 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 Round Valley 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 Round Valley 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 RVUSD 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. RVUSD 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 Round Valley Unified School District, shall be the RVUSD Superintendent, Mike Gorman, Round Valley Unified School District. 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 Round Valley 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](mailto:dpolak@mendocino.edu)

PHONE 707-468-3068

2. Superintendent, Mike Gorman

Round Valley Unified School District

76270 High School St, Covelo, CA 95428

EMAIL [mgorman@rvusd.us](mailto:mgorman@rvusd.us)

PHONE 707-983-6171 Ex: 103

3. Principal, Mark Smith

Round Valley Unified School District

76270 High School St, Covelo, CA 95428

EMAIL [msmith@rvusd.us](mailto:msmith@rvusd.us)

PHONE 707-983-6171 Ex: 402

4. Dean of Centers, Amanda Xu

Mendocino-Lake Community College District

1000 Hensley Creek Rd. Ukiah CA 95482

EMAIL [axu@mendocino.edu](mailto: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

Round Valley 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

RVUSD 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 Round Valley 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 RVUSD 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 RVUSD, 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 RVUSD, 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

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

d. Books and Supplies

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



e. Support Services

RVUSD 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 RVUSD CCAP Partnership Agreement*

	Mendocino-Lake Community College District	Round Valley Unified School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on Round Valley Unified School District campuses during the school day in RVUSD 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 RVUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino Community College and RVUSD 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 Round Valley School campuses through registration conducted on site at Round Valley 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 Round Valley High School.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. RVUSD 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 Round Valley 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 RVUSD to arrange additional instruction if required by RVUSD. 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 RVUSD 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](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 RVUSD 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 RVUSD. 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 RVUSD 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 RVUSD, 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. RVUSD 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 RVUSD or any of RVUSD'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, RVUSD 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. RVUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and RVUSD 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:**

---

Mike Gorman, Superintendent  
Round Valley Unified School District

Date

---

Eileen Cichocki, Interim Superintendent/President  
Mendocino-Lake Community College District  
APPENDIX I: CCAP PROGRAMS AND CLASSES:

Date

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
12. Welding

Mendocino College- College and Career Success Courses

1. CCS 60 – College Success (3 unit)
2. CCS 100 – Career Planning Success (1.5 – 3 units)
3. 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. AST 200 – Astronomy (3 units)
5. AST 200L – Astronomy Observation (1 unit)
6. COM 203 – Introduction to Public speaking (3 units)
7. CSC 201 – Computers and Computer Applications (3 Units)
8. ENG 200 – Reading and Composition (3 units)
9. ENG-210 – Creative Writing (3 units)
10. HLH 200 – Health Education (3 units)
11. HST 202 – The United States to 1877 (3 units)

12. HST 203- The United States since 1865 (3 units)
13. HST 222- Native American History (3 units)
14. HST 250- Contemporary America: The People and the Issues (3 units)
15. MTH 200 Pre-calculus Mathematics (5 units)
16. MTH 220 – Statistics (4 units)
17. PSY 205- Introduction to Psychology (3 units)
18. SPN 200- Elementary Spanish I (4 units)
19. SPN 201- Elementary Spanish II (4 units)

Mendocino College Basic English and Math Courses PLUS\*

1. MTH 46 – Pre-College Mathematics (5 units)
2. MTH 79 – Mathematics for Technical Fields (3 units)
3. MTH 77 – Geometry (3 units)
4. MTH 80- Intermediate Algebra for STEM and Business Majors (5 Units)
5. MTH 121- Trigonometry (4 units)
6. MTH 178 – Applied Math (4 units)
7. ENG 12 – Intermediate Reading and Writing (5 units)
8. ENG 80 – Academic Reading and Writing (4 units)
9. ENG 85 – Accelerated Preparation for College Writing (4 units)
10. ESL 507 - English as a Second Language: Beginning (non-credit)
11. ESL-509 English as a Second Language: Intermediate (non-credit)
12. ESL-511 English as a Second Language: Advanced (non-credit)
13. ESL-513 Reading and Writing for Multilingual Students (non-credit)

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

ITEM NO: 8.1  
DATE: June 10, 2020

SUBJECT: HEALTH BENEFITS REPORT

SYNOPSIS:

Status of the Health Benefits Fund

ANALYSIS:

For the first ten months of fiscal year 2019/20, 7/1/19 – 4/30/20, the average health benefit cost per participant was \$1,921.57 per month, while the budgeted rate was revised (as of April 2020) to \$1,800.00 per participant.



SUBJECT: MENDOCINO COLLEGE FOUNDATION REPORT

SYNOPSIS:

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

ANALYSIS:

The foundation's biennial gratitude report will be complete by mid-June. Distribution of the report will occur in late June and July. The report highlights our successes over the past two years and gives thanks to our donors and partners.

I attended my first K-12 end of the year awards ceremony via zoom at Nokomis Elementary School. Community First Credit Union sponsored the AAFG award and I made the announcement on the donor's behalf.

The Student Emergency Fund is available to help our students during this crisis. To date, we have raised \$99,725.00 with the Foundation matching gifts dollar for dollar, up to \$150,000. To date, 398 Mendocino College Students have received \$250.00 each to help with living expenses. (<https://give.classy.org/mcgiving2020>)

Foundation and nursing program staff applied for an emergency relief fund grant through the Foundation for California Community Colleges. We were granted \$4545.00 and those funds are currently being disbursed to first year nursing students at Mendocino College.

The Foundation Board met on May 26 and approved the 2020/21 budget with modifications based on the Covid-19 crisis and the cancellation of our fundraising event in November.

The spring/summer appeal letter will be distributed later this month and highlights an outstanding scholar at Mendocino College.

Annually, the foundation runs a large "thank you" advertisement in the Ukiah Daily Journal. The ad lists all of our generous contributors and this year includes those individuals who have given to the Student Emergency Fund during the Covid-19 crisis.

All 2020 events that the Foundation had agreed to co-sponsor are postponed. The Foundation Board will vote to postpone the Fungi Fest fundraiser at their special meeting on May 26.

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

SYNOPSIS:

An update report from Dr. Steve Cardimona, Professor of Earth Science

ANALYSIS:

*From the Field:*

- Adam Woolace, field engineer for UNAVCO, has upgraded the GPS instrumentation on site to greatly improve the quality of geodetic data collected at the station in order to be compatible with the California ShakeAlert earthquake early warning program.
- The California Native Plant Society has hired an intern, Alexis La-Fever Jackson, to work along the Mendocino County coast this summer...on hold due to COVID-19 mitigation.
- Graduate student Ismael Chowdhury of Humboldt State University is developing a field plan for his intertidal bryozoan studies...on hold due to COVID-19 mitigation.
- The non-profit Beach Watch of the Greater Farallones National Marine Sanctuary decided to keep the field station as a possibility for their fall 2020 North Coast Beach Watch volunteer training. "It seemed a shame to rent a facility with terrific landscape views and then use it only in the evening!" – Catherine Corey.

*From the Faculty:*

- Mendocino College student Samantha French was awarded the Mary Lou Koeninger Memorial Scholarship in Earth Science.
- Biology instructor Dr. Brianna Zuber planned to represent Mendocino College science faculty as an *invited* participant in a special session on Marine Laboratories and Field Stations at the annual meeting of the National Shellfisheries Association in Baltimore, Maryland. This meeting was cancelled due to COVID-19 mitigation.
- Under art instructor Lisa Rosenstreich's supervision, Mendocino College art student Salvador Perez-Andrade has created an amazing plan for a mural to be installed on the field station pump house. Work on the mural will continue with Mendocino College art students' involvement when COVID-19 mitigation protocol allows.
- June 6 was to be our Discover the Coast Open House at the field station. In conjunction with our neighbors the Bureau of Land Management, the Point Arena Lighthouse, and the coastal communities of Manchester and Point Arena, we are canceling this event due to COVID-19 mitigation.
- Field station limited-use protocol is being developed with relevance to COVID-19 mitigation.

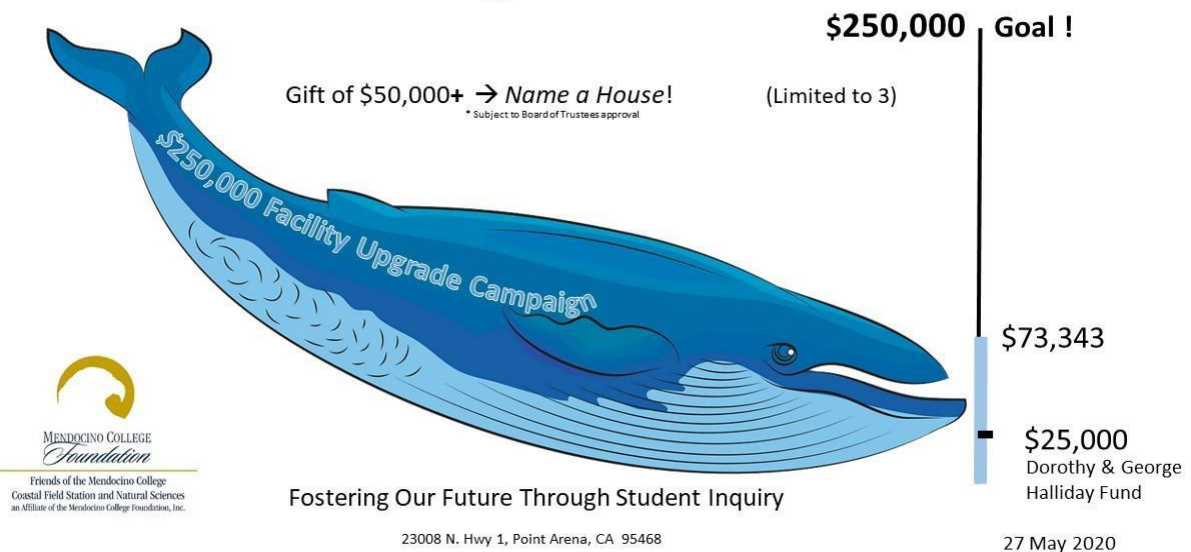
*From the Friends:*

- Mendocino College student Taylor Woodruff was awarded the Audubon Society

Brandon Pill Memorial Scholarship.

- We are in conversation with Hunter Noack, a classical pianist involved in an exciting project entitled *In a Landscape*. Now in its fifth year, Mr. Noack has used this project to bring his musical talents to communities via outdoor, open air concerts. He is looking into bringing his project to Northern CA this year, with a potential concert on the national public lands adjacent to the college field station property, as well as one planned for the Sea Ranch and one near Fort Ross. We are working with him to include an outreach component with information about Mendocino College and the Coastal Field Station...this project is on hold due to COVID-19 mitigation.
- Building on the Foundation's donation to our affiliate of \$25K from the Halliday Trust fund, our capital campaign is well underway! So far enough additional funds have been raised to bring us to over 25% toward our ambitious goal! Funds for necessary electrical upgrades approved by the college field station committee have been utilized for work this semester, and we have also approved fund expenditure for the mural work and had planned to help pay for Dr. Zuber's professional development trip to the National Shellfisheries Association meeting which was cancelled due to COVID-19 mitigation.
- Please consider participating in this campaign with your own donation, and help to support this college facility and all the students who gain the benefit of being able to access this amazing educational resource.

## Mendocino College Coastal Field Station



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 Vice President Jody Gehrman:

The Academic Senate election was held from April 21<sup>st</sup>—April 23<sup>rd</sup> (full-time) and April 17—April 23<sup>rd</sup> (part-time) and was certified by the senators at the Academic Senate meeting April 23<sup>rd</sup> via Zoom. The results of the election are as follows: President, Catherine Indermill; Vice President Ginny Buccelli; full-time senators at large Julie Finnegan, Jaime Cechin, John Rall, Brianna Zuber; part-time senator at large Janice Hawthorne-Timm. Continuing senators-at-large include Rhea Hollis, Rodney Grisanti (full-time) and Taylor Cannon (part-time). This election was unusually competitive, with a record number of nominations and many candidates to choose from.

At the final faculty meeting of the academic year held on May 14<sup>th</sup>, 2020, Excellence Awards were presented via Zoom and retirees were honored. Professor Leslie Banta presented the awards for part-time faculty and classified staff. Kathy Renderman was the recipient for part-time faculty; Machiko Shimada was the recipient for classified staff. Professors Sarah Walsh and Tascha Whetzel presented the award to full-time faculty recipient Doug Boswell. Each of the presenters took a moment to talk about their colleagues and why they nominated them for this honor.

This year's retiring faculty were also recognized: Fran Laughton, Deborah White, and Roger Hock. Vice President Gehrman read a statement from Dr. Hock saying goodbye to his colleagues and also a tribute written by part-time faculty member Marsh Rose praising Roger's teaching and his generosity as a mentor. Gehrman sang a song for Professor White, in keeping with Deborah's longstanding tradition of singing to the faculty she nominated for various awards over the years. The ceremony closed with a statement of gratitude for the work faculty have done for students and our community during this unusually challenging and turbulent semester.

**Classified Senate:**

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

While most Classified Staff continue working remotely, there has been some return in a few departments.

Our last Classified Senate meeting was held remotely and was very well attended. During the meeting, we discussed the upcoming Classified Senate elections, which will take place in July.

On June 3, 2020 the Interim Superintendent/President and the Management team held the Classified Appreciation Raffle via Zoom. The event was well attended. There was 60 plus Classified Staff in attendance. The Management team planned a great raffle and an awesome “Name that song game”. The event provided Staff and managers the much need time to laugh and just have a good time together.

**Management Team:**

The following report was submitted by Management Team President Janelle Bird:

The Management Team continues to keep operations moving as efficiently as possible given most employees are still telecommuting. Every year in June we host a Classified Appreciation breakfast and raffle in order to honor the hard work of our Classified Professional staff. This year, due to COVID-19, the event was held via Zoom. We enjoyed games and raffle giveaways and were delighted to see so many of our colleagues faces again! We look forward to being able to celebrate more traditionally when we can all gather in person again in the future.

We also joined in on the Chancellor’s Office Call to Action webinar and were inspired by our colleagues who spoke about the racial injustice in our country. We are looking forward to joining our educational partners to aggressively advocate for positive social change locally and nationally by immediately implementing the six steps outlined by Chancellor Oakley.

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

SUBJECT: BOARD POLICY ADDITIONS AND REVISIONS – FIRST READING

SYNOPSIS:

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

ANALYSIS:

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

Board Policy 3518 – Child Abuse Reporting - This legally required board policy was last revised in May 2010. It has been properly vetted through the College's participatory governance process. The policy was first reviewed by the President's Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 7, 2020. A copy of the approved administrative procedure has been included as information only.

Board Policy 3530 – Weapons on Campus - This legally required board policy was last revised in December 2009 and has been revised and updated under the direction of the Vice President of Academic Affairs. The policy was first reviewed by the President's Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 7, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 3570 – Use of Tobacco and Tobacco Related Products - This legally advised board policy was last revised in December 2009 and has been revised and updated under the direction of the Academic Senate President with input from the Classified Senate. The policy was first reviewed by the President's Policy Advisory Committee on May 7, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 21, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 5150 – Extended Opportunity Programs and Services - This new legally required board policy was developed using the League template under the direction of the Vice President of Student Services. The policy was first reviewed by the President's Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 7, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 5570 – Student Credit Card Solicitations - This legally required board policy was last revised in January 2015. The policy was first reviewed by the President's Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and

finalized by the committee at their meeting on May 7, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 6540 – Insurance - This legally required board policy was last revised in August 2015 and has been revised and updated under the direction of the Vice President of Administrative Services. The policy was first reviewed by the President’s Policy Advisory Committee on May 7, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 21, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 6750 – Parking - This legally required board policy was last revised in May 2009 and has been revised and updated under the direction of the Director of Facilities. The policy was first reviewed by the President’s Policy Advisory Committee on May 7, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 21, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy 6900 – Bookstore - This new legally required board policy was created under the direction of the Vice President of Academic Affairs using the League template as a guide. The policy was first reviewed by the President’s Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 7, 2020.

Board members will review the policies and may offer suggestions for changes if deemed necessary. Discussion and/or adoption of the policies will take place at the August 2020 Board meeting.



## CHILD ABUSE REPORTING

The Superintendent/President **or designee** shall establish procedures related to the responsibility of employees, within the scope of employment or in their professional capacity, to report known or suspected abuse and neglect of children.

Reference: Family Code Sections ~~7802, 7807, 7808, 7820-7829~~, **7820-7827**, 7890, **and** 7892  
Welfare and Institutions Code Sections 300, 318, **and 601**;  
Penal Code Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, ~~601~~, 647a, **and**  
11164-11174.3;





# ADMINISTRATIVE PROCEDURES

No. 3518.1

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## CHILD ABUSE REPORTING

The Mendocino-Lake Community College District recognizes the responsibility of its staff, within the scope of employment or in their professional capacity, to report to the appropriate agency when there is a reasonable suspicion that an abuse or neglect of a child may have occurred.

### Definition

Child abuse is defined as physical abuse, neglect, sexual abuse, and/or emotional maltreatment of a person under the age of 18 years. This procedure addresses the sexual assault, sexual exploitation, and/or sexual abuse of a child; the willful cruelty or unjustifiable punishment of a child; incidents of corporal punishment or injury against a child; abuse in out-of-home care; and the severe and/or general neglect of a child (definitions contained in Penal Code Sections 11165).

### Reasonable Suspicion

A person has a “reasonable suspicion” when “it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate, their training and experience, to suspect child abuse or neglect.” (Penal Code Section 11166 subdivision [a]).

The following warning signals are sufficient to presume abuse: fractures; lacerations; bruises that cannot be explained or explanations that are not compatible with the injury; unexplained or implausibly explained burns and/or facial injuries; self-destructive behavior; extreme fear or withdrawn behavior around others; complaints by the child of being sexually molested; indications by the child of pain from an inflicted injury; and/or suspicion of substantial neglect.

### Mandated Reporters

The following employees of the District and other persons designated pursuant to Penal code Section 11165.7 are “mandated reporters” and are required to report instances of suspected child abuse or neglect where they have a reasonable suspicion of the abuse or neglect (see the definition of reasonable suspicion above):

- Administrators, Supervisors, and Confidential staff
- Faculty
- Classified staff
- Temp/hourly staff

Volunteers are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and to report suspected abuse or neglect of a child.

Adopted: March 3, 1982  
Revised: March 9, 2010 – through PPAC  
May 14, 2010 – by College Counsel  
May 7, 2020

Page 1 of 3

## **Reporting**

Mandated reporters must report immediately (or as soon as possible) by phone any reasonable suspicion of child abuse to a police, sheriff or local child protective agency and follow up with a written report within 36 hours of receiving the information concerning the incident. The written report may be mailed or submitted by fax or electronic submission.

Reports may be made with the Department of Social Services:

- Mendocino County – 866.236.0368 (no charge to the calling party)
- Lake County – 707.262.0235 or 800.386.4090 (no charge to the calling party)

Reporting is an individual responsibility. An employee making a report cannot be required to disclose his or her identity to the employer (Penal Code Section 11166(i)(2)). See “Failure to Report” section below.

No mandated reporter who reports a known or suspected instance of child abuse shall be civilly or criminally liable for any report required or authorized by the Penal Code. Any person other than a child care custodian reporting a known or suspected instance of child abuse shall not incur any liability as a result of making any report of child abuse, unless it can be proven that the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident (Penal Code Section 11172(a)).

Child abuse reporting forms shall be available in the Student Services Office.

## **Notice and Release of Information**

When the Superintendent/President, or designee, releases a minor student to a peace officer for the purpose of removing the minor from the campus, the District official shall take immediate steps to notify the parent or guardian regarding the release of the minor to the officer, and regarding the place to which the minor is reportedly being taken (Education Code Section 87044), except when a minor has been taken into custody as a victim of suspected child abuse, as defined in Penal Code Section 11165 or pursuant to Welfare and Institutions Code Section 305. In those cases, the official shall provide the peace officer with the address and telephone number of the minor’s parent or guardian.

Non-accidental physical injury is considered to be a health and safety emergency, and student consent is not required for release of student information under the Family Education Rights and Privacy Act. (Education Code Sections 76200 et seq.). Information relevant to the incident of child abuse may be given to an investigator from a child protective agency who is investigating the known or suspected cause of child abuse (Penal Code Section 11167(b)).

## **Failure to Report**

A mandated reporter who fails to make a required report, in accordance with the guidelines provided above, is guilty of a misdemeanor punishable by up to six months in jail and/or up

*Adopted: March 3, 1982*  
*Revised: March 9, 2010 – through PPAC*  
*May 14, 2010 – by College Counsel*  
*May 7, 2020*

*Page 2 of 3*

to a \$1,000 fine (Penal Code Section 11172 subdivision (e)).

### **District Responsibilities**

The Mendocino-Lake Community College District will provide copies of this Administrative Procedure to employees to inform them of their mandated reporter obligations and their confidentiality rights, per Penal Code Sections 11166 and 11167(d). Employees will be asked to sign and return a statement to the District acknowledging receipt of and compliance with these statutory procedures which will be retained by the District. Per Penal Code Section 11166.5, Penal Code Sections 11165.7, 11166, and 11167 are available to employees on the District website with this procedure.

Reference:     Family Code Sections 7802, 7807, 7808, 7820-7829, 7890, and 7892  
                    Welfare and Institutions Code Sections 300, 318, and 601;  
                    Penal Code Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289,  
                    647a, and 11164- 11174.3;

*Adopted:            March 3, 1982*  
*Revised:            March 9, 2010 – through PPAC*  
*May 14, 2010 – by College Counsel*  
*May 7, 2020*

*Page 3 of 3*



# BOARD POLICY

No. 324 **3530**

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## WEAPONS PROHIBITED ON CAMPUS

**Firearms or other weapons shall be prohibited on any campus or District center or in any facility of the District except for activities conducted under the direction of District officials or as authorized by an official law enforcement agency.**

All firearms, knives, explosives, tasers, stun guns or any other weapons, or any simulated weapons are prohibited on all District facilities. Prohibited knives include any dirk, dagger, ice pick, switchblade, razor with an unguarded blade or knife with a fixed blade longer than 2 ½ inches.

This prohibition also applies to individuals who possess a concealed weapons permit unless the weapon is an unloaded firearm that is located within the locked trunk of a motor vehicle.

### Exceptions:

- A weapon possessed by a District employee that is used for a lawful purpose as an approved part of the employee's job responsibilities.
- A weapon approved by the Vice President of Education and Student Services as instructional equipment.
- A weapon in the possession of a duly appointed law enforcement officer, or a member of the military on official duty or security guards licensed to carry the weapon.
- Any other exception required by law.

Any person who believes that he or she may properly possess a firearm or other weapon on campus or at a District facility shall notify the Superintendent/President or designee prior to bringing the weapon on site.

Reference: Penal Code Sections 626.9 and 626.10



# ADMINISTRATIVE PROCEDURES

No. 3530.1

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## WEAPONS ON CAMPUS

All firearms, knives, explosives, tasers, stun guns or any other weapons, or any simulated weapons are prohibited on all District facilities. Prohibited knives include any dirk, dagger, ice pick, switchblade, razor with an unguarded blade or knife with a fixed blade longer than 2 ½ inches.

This prohibition also applies to individuals who possess a concealed weapons permit unless the weapon is an unloaded firearm that is located within the locked trunk of a motor vehicle.

### Exceptions:

- A weapon possessed by a District employee that is used for a lawful purpose as an approved part of the employee's job responsibilities.
- A weapon approved by the Vice President of Academic Affairs as instructional equipment.
- A weapon in the possession of a duly appointed law enforcement officer, or a member of the military on official duty or security guards licensed to carry the weapon.
- Any other exception required by law.

Any person who believes that he or she may properly possess a firearm or other weapon on campus or at a District facility shall notify the Superintendent/President or designee prior to bringing the weapon on site.

References: Penal Code Sections 626.9 and 626.10



# BOARD POLICY

No. 305 **3570**

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## USE OF TOBACCO AND TOBACCO-RELATED PRODUCTS ~~USE ON CAMPUS~~

It is the policy of the Board of Trustees of the Mendocino-Lake Community College District to promote a safe and healthy environment for students, staff and visitors at its campuses, centers and other off-campus sites by reducing the health risks associated with tobacco smoke and related products.

To meet that obligation, ~~smoking will only be permitted in specific designated areas. (See Administrative Procedure 305.1 for locations of designated areas.)~~ **the use of all tobacco and tobacco-related products on Mendocino-Lake Community College District properties will be restricted to the specifically designated areas noted in Administrative Procedure 3570.1.**

**In addition, the Mendocino-Lake Community College District will provide education and support services for students and staff focused on smoking cessation and eliminating the use of tobacco and tobacco-related products.**

~~Smoking and tobacco use of any kind are prohibited on the Pt. Arena Field Station property. This includes cigarettes, cigars, pipe tobacco, smokeless tobacco (chewing), snuff or any other form of tobacco which may be utilized for smoking, chewing, inhalation, or other manner of ingestion.~~

Also see **Board Policy 511, Alcohol and Illegal Drugs 3550. Drug Free Environment and Drug Prevention Program.**

Reference: Government Code **Section 7597.1**  
**Board of Governors of the California Community Colleges resolution dated May 14, 2018**

*Adopted: December 2, 1978*

*Revised: July 2, 1986*

*April 10, 1991*

*January 5, 1994*

*December 9, 2009*

*December 6, 1989*

*June 3, 1992*

*April 7, 2004*

*May 2020*

*Page 1 of 1*



# ADMINISTRATIVE PROCEDURES

No. 3570.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## USE OF TOBACCO AND TOBACCO-RELATED PRODUCTS

Student, employee, and visitor health is a primary concern of the Mendocino-Lake Community College District. Because of the clear evidence of the harmful nature of smoke inhalation and air contamination, the District, in accordance with State law, bans smoking/tobacco usage within all campus buildings and in college-leased and college-occupied buildings.

The use of all tobacco and tobacco-related products is prohibited at all Mendocino-Lake Community College District properties except in the specifically designated areas. These procedures also apply to events held on campus by external agencies as defined by the Civic Center Act. Further, the use of tobacco-related products is banned in all College vehicles.

Tobacco and tobacco-related products include all of the following and anything similar:

- Cigarettes,
- Cigars and little cigars,
- Chewing tobacco, smokeless tobacco, snuff, pipe and pipe tobacco,
- Any electronic device that delivers nicotine or other vaporized liquids to a person inhaling from the device (e.g., e-cigarettes and vaporizers)

Designated tobacco and tobacco-related products use areas:

### Ukiah Campus:

- The area marked between the Lowery Student Center and the Vocational Education and Technical Center
- The area marked adjacent to the public bus stop

### North County, Lake and Coast Centers:

- The area marked adjacent to the parking lots

### Coastal Field Station:

- The use of tobacco and tobacco-related products is prohibited on the entire property

Notification of the specifically designated tobacco and tobacco-related use areas will be published on the college website and all campus maps. The designated areas will be clearly marked and clear signs will direct users to these areas.

Implementation of the tobacco use policy will be the shared responsibility of every student, faculty member, staff person and visitor. Violations will be addressed via Board Policy 5500 and Administrative Procedure 5500.1 Standards of Student Conduct, Board Policy 302 District Code of Ethics, and Government Code 7597.

*Adopted: July 2, 1986*

*Revised: December 6, 1989*

*June 3, 1992*

*April 10, 2002*

*December 15, 2009*

*April 10, 1991*

*January 5, 1994*

*April 7, 2004*

*May 21, 2020*

*Page 1 of 2*

Reference: Government Code Sections 7596, 7597, 7597.1 and 7598;  
Labor Code Section 6404.5;  
Health and Safety Code Section 104495;  
Title 8 Section 5148

Also see Board Policy 3550 Drug Free Environment and Drug Prevention Program

*Adopted: July 2, 1986*  
*Revised: December 6, 1989      April 10, 1991*  
*June 3, 1992      January 5, 1994*  
*April 10, 2002      April 7, 2004*  
*December 15, 2009      May 21, 2020*

*Page 2 of 2*



**NEW****EXTENDED OPPORTUNITY PROGRAMS & SERVICES**

Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.

The Extended Opportunity Programs and Services (EOPS) program is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, and financial aid.

The Superintendent/President or designee shall assure that the EOPS program conforms to all requirements established by the relevant laws and regulations.

References: Education Code Sections 69640–69656;  
Title 5 Sections 56200 et seq.



# ADMINISTRATIVE PROCEDURES

No. 5150.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## EXTENDED OPPORTUNITIES PROGRAMS AND SERVICES

### **Staffing and Program Management:**

The College will maintain an appropriate level of staffing to meet program regulations and appropriately address student needs. Program staff may include a director, academic counselors and other staff necessary to support students. The Extended Opportunities Programs and Services (EOPS) and its related Cooperative Agencies Resources for Education (CARE) program are under the supervision of the Director of Financial Aid & EOPS.

### **Documentation and Data Collection:**

The Director of Financial Aid & EOPS, working collaboratively with assigned staff, will develop and utilize a filing system and appropriate electronic database(s) to monitor and track students who are participants in the program. This information will be used for tracking student eligibility, academic progress, and services received, which is submitted to the Chancellor's Office each semester.

### **EOPS/CARE Advisory Committee:**

EOPS/CARE will establish and maintain an Advisory Committee chaired by the Director of Financial Aid & EOPS. The Advisory Committee may include representatives from students, college personnel, local high schools, community and business sectors, and four-year colleges. At a minimum, the Advisory Committee will meet once each semester.

### **Full-time Director:**

The College will adhere to the Chancellor's Office guidance on maintaining a full-time EOPS director. When available, a waiver may be submitted to meet program requirements.

### **The Eligibility Criteria for EOPS:**

The Director of Financial Aid & EOPS, working collaboratively with program staff, will ensure that all EOPS/CARE participants have met the eligibility criteria established by state regulations. The participant's file will contain required documentation to demonstrate the participant's eligibility for the program.

The following are the basic eligibility criteria for the EOPS Program:

- California resident of AB540 student
- Enrolled in 12 or more units at Mendocino College
- Eligible for California College Promise Grant (Fee Waiver) A or B
- Must not have completed more than 60 degree –applicable units
- Must not have completed an Associate degree

#### **Student Responsibility Requirements:**

- Attend an EOPS Orientation
- Complete three counselor contacts each semester
- Maintain a current Student Educational Plan
- Maintain at least a 2.0 grade point average

The Director of Financial Aid & EOPS and program staff will monitor participant's progress toward meeting the established responsibilities. The Director of Financial Aid & EOPS, in accordance with Chancellor's Office guidelines, is authorized to suspend and/or terminate program services to participants who are not meeting the responsibility standards.

#### **Recruitment and Outreach Services:**

Throughout the year, EOPS/CARE staff will conduct various outreach activities (i.e., presentations, workshops, one-on-one information sessions) at local high schools, at various community organizations and events, and on campus.

#### **Cognitive and Non-cognitive Assessment, Advising, Orientation Services, and Registration Assistance:**

The EOPS/CARE program will offer services that go above and beyond normal college-wide activities by providing specialized one-on-one counseling assistance, an EOPS/CARE orientation, and priority enrollment for EOPS/CARE participants. In addition, students who indicate the need for further learning needs assessment will be referred to the Disability Resource Center for further assistance.

#### **Basic Skills Instruction, Seminars, and Tutorial Assistance:**

Basic Skills may be offered on a limited basis at Mendocino College, but are not required. Student success seminars are offered during continuing student update seminars and workshops are offered by multiple departments within the College throughout the year, with access provided to EOPS/CARE participants. All EOPS/CARE participants are eligible to receive one-on-one tutorial assistance provided through the Learning Center, dependent on funding.

#### **Counseling and Retention Services:**

The EOPS/CARE program will provide specialized counseling services to assist participants with academic, personal, career, and transfer support. As part of these services, participants will be required to complete an education plan that is kept on file with the EOPS/CARE program.

The EOPS/CARE program will also provide appropriate services and activities to assist with student retention. Such services can include the textbook lending library, priority registration, college visits, school supplies, fee waivers for university applications, tutoring services, and graduation regalia for graduating participants. The CARE program will also provide participants with child care grants, student success workshops, food assistance, and transportation assistance.

#### **Career Employment Services:**

Mendocino College operates the Career Hub, which offers career advisement and employment support to students. EOPS/CARE refers students to the center for career and employment information or assistance.

**Transfer Services:**

EOPS/CARE counseling staff will provide participants with transfer assistance, such as: major identification; college searches; application assistance; university fee waivers; letters of recommendation; and other approved transfer services as needed to assist in successful transition. EOPS/CARE will work collaboratively with other categorical programs and campus resources to provide services and activities that support student transfer.

**Direct Aid:**

The EOPS/CARE program may provide students with direct aid in the form of a grant or textbook lending library each semester. The EOPS/CARE program may also provide funding for other out-of-pocket educational expenses, such as required classroom materials, university application fees, Phi Theta Kappa membership costs, among others, if funding is available.

Additionally, CARE participants may receive food assistance, gas cards, and a child care grant to cover out-of-pocket childcare expenses, upon available funding.

**Establishment of objectives to achieve the goals in implementing EOPS/CARE:**

Working collaboratively program staff, the Director of Financial Aid & EOPS will establish annual goals and service area outcomes (SAO) designed to assist in implementing the EOPS/CARE program according to state regulations and standards. The director will monitor progress toward achieving these goals and SAOs and submit an annual status report to the appropriate administrator through the established Program Review process.

**Review and evaluation of the programs and services and submission of related reports:**

Director of Financial Aid & EOPS will collect data and conduct student surveys throughout the year, as appropriate, to enable the program to meet all its reporting requirements. The Director of Financial Aid & EOPS, working collaboratively with other departments and the Vice President of Student Services will submit all required Chancellor's Office reports and budget forms in a timely manner so as to meet the appropriate deadlines.

References: Educational Code Sections 69640-69656;  
Title 5 Sections 55751-56200 et. seq.



**SOLICITATION OF FUNDS AND STUDENT CREDIT CARDS SOLICITATIONS**

~~The use of District resources to solicit funds from students or staff for purposes other than authorized College activities shall be prohibited.~~

~~Exceptions may be made by the Superintendent/President for approved not-for-profit organizations not affiliated with the College. (Also see Administrative Procedure 311.1 Computer Use)~~

~~Credit card companies shall be prohibited from soliciting student credit cards on all District facilities.~~

**The Superintendent/President or designee shall establish procedures that regulate the solicitation of student credit cards on campus.**

References:            Education Code 99030  
                             Title 5, Section 54400;  
                             Civil Code Section 1747.02(m);



# ADMINISTRATIVE PROCEDURES

No. 5570.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## STUDENT CREDIT CARD SOLICITATIONS

Student credit cards may be marketed only with authorization by the Superintendent/President or designee and only at sites designated by campus administration.

Marketers of student credit cards are prohibited from offering gifts to students for filing out credit card applications.

Credit card and debt education information provided by nonprofit credit counseling organizations shall be available at the table of the company promoting the services.

References:            Education Code 99030;  
                             Title 5, Section 54400;  
                             Civil Code Section 1747.02(m)



# BOARD POLICY

No. 6540

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## INSURANCE

The Superintendent/President shall be responsible to secure insurance for the District as required by law, which shall include but is not limited to the liabilities described in Education Code Section 72506.

The District may join in a joint powers agreement pursuant to Education Code Section 81603 for the purposes described in this policy.

~~See Administrative Procedure #6540.1~~

References: Education Code: 70902, 72502, 72506, 81601 et. seq.

*Adopted: December 19, 1978*  
*Revised: July 2, 2008*  
*August 12, 2015*  
*May 2020*

Page 1 of 1



# ADMINISTRATIVE PROCEDURES

No. 6540.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## INSURANCE

As required by law, the District must provide the following forms of insurance:

- Liability insurance for damages for death, injury to person, or damage or loss of property.
- Liability insurance for the personal liability of the members of the Board and of the officers, employees and volunteers of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the member, officer or employee when acting within the scope of his/her office or employment.
- Fire insurance
- Real property damage
- Personal property loss or damage
- Insurance for District vehicles
- Insurance against “other perils” as outlined in Education Code Section 81601
- Workers compensation insurance
- Actuarial evaluation of the future annual costs of health and welfare benefits

References: Education Code Sections 70902, 72502, and 81601 et seq.





# BOARD POLICY

No. ~~617~~**6750**

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## **PARKING AND TRAFFIC POLICY**

The Board of Trustees of the Mendocino-Lake Community College District authorizes the Superintendent/President to develop procedures for parking and traffic to ensure the safety and welfare of its students, staff, and property. In addition to District policies and procedures, all of the general and criminal laws of the State are declared to be in full force and effect within areas under the jurisdiction of this District, and all persons are responsible for compliance with these laws.

The Superintendent/President shall have the authority to designate an individual or individuals to provide for enforcement of said procedures.

**The Superintendent/President shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of the District properties. No person shall drive any vehicle or leave any vehicle unattended on campus except in accordance with such procedures.**

**Parking fees may be established in accordance with these board policies (See BP 5030 Fees).**

References: Education Code 76360;  
Vehicle Code Section 21113 **and 40220**



# ADMINISTRATIVE PROCEDURES

No 6750.1

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## PARKING

These procedures are intended to promote safe and orderly movement of traffic within District property and for the safe and orderly parking of vehicles and bicycles.

All applicable provisions of the California Vehicle Code are expressly applicable both on and off paved roadways.

Parking of motor vehicles and bicycles is limited to specially designated areas. Vehicles or bicycles parked in violation of the provisions of this code are subject to fines, towing, or impoundment.

All persons who enter the college are charged with knowledge of the provisions of this procedure and are subject to the penalties for violations of such provisions.

In accordance with California Vehicle Code Section 21113, the District will enforce these procedures by contacting local law enforcement to issue citations.

References:            Education Code 76360;  
                              Vehicle Code Sections 21113 and 40220



# BOARD POLICY

No 6900

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

**NEW**

## BOOKSTORE

College bookstore shall be established and operated by either the District or by a qualified vendor.

College bookstore shall comply with the requirements of the Reader Privacy Act.

### **If the District is to provide bookstore services:**

Operational costs of the college bookstore shall be paid from revenue earned from the bookstore.

Fiscal management of the bookstore shall be in accordance with the California Community Colleges Budget and Accounting Manual. An annual audit of the records and accounts of the bookstore shall be provided to the Board.

### **If a qualified vendor is to provide bookstore services:**

Contracts for outside vendors to operate bookstores shall be awarded by competitive bid, submitted to the Board for approval, and awarded in the best interests of the students. Student organizations shall be encouraged to submit bids and given preference if they meet all other bid criteria.

References: Education Code Section 81676;  
Civil Code Section 1798.90

SUBJECT: BOARD POLICY DELETIONS – FIRST READING

SYNOPSIS:

Board policies are presented for review and possible deletion.

ANALYSIS:

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

Board Policy 503 – Exams and Grading - The information included in this board policy has now been incorporated into Administrative Procedure 4230.2 – Grading and Methods of Evaluation and therefore the policy is recommended for deletion. The request for deletion was first reviewed by the President's Policy Advisory Committee on April 24, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on May 7, 2020. A copy of the approved administrative procedure is included as information only.

Board members will review the policies for deletion with discussion taking place at the August 2020 Board meeting.



# BOARD POLICY

No. 503

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## EXAMINATIONS AND GRADING

The Board of Trustees recognizes that effective evaluation of students through a system of grades and other methods of feedback is essential for their academic progress and success. Student evaluation methods should reflect the goals and mission of the college. The Board authorizes the Academic Senate Curriculum Committee to insure that an equitable, effective, and meaningful system of student evaluation and grading is maintained for all courses offered by the college in accordance with the uniform grading practices set forth in Title 5, Sections 55751-55756; 55758-55765, pursuant to Education Code Sections 70901, 76000, and 76224.

Grades shall be given to students in all credit classes at Mendocino College. Grades should accurately reflect students' progress during the course and their cumulative, overall performance upon completion of the course.

Evaluation of students' abilities, skills, progress, learning, and performance in classes shall include assignments that provide effective evaluative feedback throughout the duration of a course. In addition, methods of evaluation shall be varied wherever possible to support students' diverse learning styles and educational strengths and weaknesses. Appropriate and reasonable accommodations must be provided to students with documented disabilities who are registered with the Disabled Student Services.

Instructors shall clearly inform students during the first week of class, in writing, exactly what criteria will be used for evaluation and grading purposes and how assignments will be weighted in arriving at final course grades.

Students shall receive timely feedback about their performance on all required assignments so that they have the necessary information to maintain a desired level of performance or to take appropriate steps to improve performance as warranted.

Instructors shall be available to advise, consult with, and assist students in optimizing their academic performance and reaching their educational goals.

Educational Code Sections 70901, 76000, 76224  
Title 5 Sections 55751-55756; 55758-55765

*Date Adopted:* December 19, 1978  
*Revised:* August 7, 2002



# ADMINISTRATIVE PROCEDURES

No. 4230.2

---

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

## GRADING AND METHODS OF EVALUATION

The Board of Trustees recognizes that effective evaluation of students through a system of grades and other methods of feedback is essential for their academic progress and success. Student evaluation methods should reflect the goals and mission of the college. The Board authorizes the Academic Senate Curriculum Committee to insure that an equitable, effective, and meaningful system of student evaluation and grading is maintained for all courses offered by the college.

Grades shall be given to students in all credit classes at Mendocino College. Grades should accurately reflect students' progress during the course and their cumulative, overall performance upon completion of the course.

Evaluation of students' abilities, skills, progress, learning, and performance in classes shall include assignments that provide effective evaluative feedback throughout the duration of a course. In addition, methods of evaluation shall be varied wherever possible to support students' diverse learning styles and educational strengths and weaknesses. Appropriate and reasonable accommodations must be provided to students with documented disabilities as recommended by the Disability Resource Center.

Instructors shall clearly inform students during the first week of class, in writing on a syllabus, exactly what criteria will be used for evaluation and grading purposes and how assignments will be weighted in arriving at final course grades.

Students shall receive timely feedback about their performance on all required assignments so that they have the necessary information to maintain a desired level of performance or to take appropriate steps to improve performance as warranted.

Instructors shall be available to advise, consult with, and assist students in optimizing their academic performance and reaching their educational goals.

References: Educational Code Sections 70901, 76000, 76224  
Title 5 Sections 55751-55756; 55758-55765

SUBJECT: COLLEGE AND CAREERS ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT – FIRST READING

SYNOPSIS:

New College and Careers Access Pathways (CCAP) Partnership Agreement is presented for review and discussion.

ANALYSIS:

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

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

In adopting the attached CCAP agreement, the Governing Boards of Mendocino-Lake Community College District and Fort Bragg Unified School District certify compliance with the following regulations required for the adoption of said CCAP agreement:

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

*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*

**College and Careers Access Pathways Partnership (CCAP) Agreement Between  
Mendocino-Lake Community College District and Fort Bragg Unified School District**

Agreement No:

Dated:

**XXII. 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 Fort Bragg Unified School District (FBUSD) have entered into the following agreement.

**XXIII. 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 Fort Bragg 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 Fort Bragg 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.

#### XXIV. TERMS

d. 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.

e. 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 Fort Bragg 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.

f. 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 Fort Bragg 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 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 College Catalog for areas A through E and basic skill courses, including courses listed in APPENDIX I.

g. Information Sharing

MLCCD shall provide FBUSD 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. FBUSD shall provide MLCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

h. 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 Fort Bragg Unified School District, shall be the FBUSD Superintendent, Rebecca Walker, Fort Bragg Unified School District. 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 Fort Bragg 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](mailto:dpolak@mendocino.edu)  
PHONE 707-468-3068

2. Superintendent, Rebecca Walker  
Fort Bragg Unified School District  
312 S Lincoln St, Fort Bragg, CA 95437  
EMAIL [bwalker@fbusd.us](mailto:bwalker@fbusd.us)  
PHONE 707.961.2850 ext. 3525

3. Principal, Bruce Triplett  
Fort Bragg Unified School District  
312 S Lincoln St, Fort Bragg, CA 95437  
EMAIL [btriplett@fbusd.us](mailto:btriplett@fbusd.us)  
PHONE 707-961-3700

4. Dean of Centers, Amanda Xu  
Mendocino-Laker Community College District  
1000 Hensley Creek Rd. Ukiah CA 95482  
EMAIL [axu@mendocino.edu](mailto:axu@mendocino.edu)  
PHONE 707-468-3605 or 707-468-3613

- i. 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).
- j. Teacher Quality Mandates  
Fort Bragg Unified School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

## XXV. CERTIFICATIONS

MLCCD shall insure that:

- e. 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
- f. 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
- g. 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

- h. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

FBUSD shall insure that:

- b. 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

#### XXVI. ENROLLMENT

- d. 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 College course that is required for the pupil's CCAP partnership program.
- e. MLCCD shall limit enrollment in community college courses offered at one or more Fort Bragg Unified School District high school campuses during the regular school day solely to eligible high school students.
- f. 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)):
  - iv. The units constitute no more than four community college courses per term,
  - v. The units are part of an academic program that is part of a CCAP partnership agreement,
  - vi. 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.

#### XXVII. STUDENT FEES

- f. 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)
- g. 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)]:
  - vi. Student Representation Fee. EC § 76060.5
  - vii. Nonresident Tuition Fee. EC § 76140 6
  - viii. Transcript Fees. EC § 76223
  - ix. Course Enrollment Fees. EC § 76300
  - x. Health Services Fees

#### XXVIII. STATE APPORTIONMENT

MLCCD and FBUSD 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)

## XXIX. REPORTING

MLCCD, in conjunction with FBUSD, 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

## XXX. CTE PROGRAMS

MLCCD, prior to establishing a vocational or occupational training program (career technical education programs) with FBUSD, 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.

## XXXI. 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.
- b. Facilities  
FBUSD shall be responsible for the provision of the facilities for courses offered on one or more Fort Bragg Unified School District campuses as part of this CCAP.
- c. Books and Supplies  
MLCCD and FBUSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

d. Support Services

FBUSD 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 FBUSD CCAP Partnership Agreement*

	Mendocino-Lake Community College District	Fort Bragg Unified School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on Fort Bragg Unified School District campuses during the school day in FBUSD facilities.
Instruction and Educational Program	x		CCAP participants will take Mendocino 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 College and FBUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino College and FBUSD 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.
----------	---	--	---

## XXXII. PROCEDURES, TERMS, AND CONDITIONS

### f. Enrollment Process and Period

Students will be added to the CCAP courses held on the Fort Bragg school campuses through registration conducted on site at Fort Bragg 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).

### g. Class Hours

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

### h. Evaluation of Students

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

### i. 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 Fort Bragg 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 FBUSD to arrange additional instruction if required by FBUSD. Scheduling classes outside of the Mendocino College term is at the sole discretion of MLCCD.

### j. 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 FBUSD high school campus immediately.

## XXXIII. 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.

## XXXIV. 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

- e. 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).
- f. 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.
- g. Attendance at a MLCCD dual enrollment orientation is required for instructors of CCAP courses prior to each term that they teach a CCAP course.
- h. 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](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>

## XXXV. 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.

#### XXXVI. 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 FBUSD 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:

- c. 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.
- d. 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).

#### XXXVII. 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 FBUSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

#### XXXVIII. 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.

#### XXXIX. DISTRICT BOUNDARIES

MLCCD and FBUSD 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.

#### XL. 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.

#### XLI. ACCESS AND ACCOMMODATIONS

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

#### XLII. HOLD HARMLESS AGREEMENT AND INSURANCE

- e. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless FBUSD, 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. FBUSD 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 FBUSD or any of FBUSD'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.
- f. Without limiting the above indemnification provision and during the term of this Agreement, FBUSD 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.
- g. FBUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and FBUSD 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.

- h. 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:**  
**Fort Bragg Unified School District**  
**District**

**Mendocino-Lake Community College**

\_\_\_\_\_  
Rebecca Walker, Superintendent  
Date \_\_\_\_\_

\_\_\_\_\_  
Eileen Cichocki, Interim Superintendent/President  
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

20. ADJ 202 – Concepts of Criminal Law (3 units)
21. ART 207 – Survey of Western Art from Prehistory through the middle ages (3 units)
22. ART 208 – Survey of Western Art from Renaissance to the Contemporary Period (3 units)
23. AST 200 – Astronomy (3 units)
24. AST 200L – Astronomy Observation (1 unit)
25. COM 203 – Introduction to Public speaking (3 units)
26. CSC 201 – Computers and Computer Applications (3 Units)
27. ENG 200 – Reading and Composition (3 units)
28. HLH 200 – Health Education (3 units)
29. HST 202 – The United States to 1877 (3 units)
30. HST 203- The United States since 1865 (3 units)
31. HST 222- Native American History (3 units)
32. HST 250- Contemporary America: The People and the Issues (3 units)
33. MTH 200 Pre-calculus Mathematics (5 units)

- 34. MTH 220 – Statistics (4 units)
- 35. PSY 205- Introduction to Psychology (3 units)
- 36. SPN 200- Elementary Spanish I (4 units)
- 37. SPN 201- Elementary Spanish II (4 units)

Mendocino College Basic English and Math Courses PLUS\*

- 14. MTH 46 – Pre-College Mathematics (5 units)
- 15. MTH 79 – Mathematics for Technical Fields (3 units)
- 16. MTH 77 – Geometry (3 units)
- 17. MTH 80- Intermediate Algebra for STEM and Business Majors (5 Units)
- 18. MTH 121- Trigonometry (4 units)
- 19. MTH 178 – Applied Math (4 units)
- 20. ENG 12 – Intermediate Reading and Writing (5 units)
- 21. ENG 80 – Academic Reading and Writing (4 units)
- 22. ENG 85 – Accelerated Preparation for College Writing (4 units)

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

ITEM NO: 9.1  
DATE: June 10, 2020

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: FUTURE AGENDA ITEMS

SYNOPSIS:

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

ANALYSIS:

Items currently on the list include:

- A presentation on the Disabled Student Programs and Services (DSPS)
- Diversity Training for Board members
- Essential needs for Trustee onboarding
- Outreach to the community and the various tribes
- What are the plans for the Fire Recovery and Construction Program grant?