

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

November 18, 2020 – 4:00 PM

Zoom meeting information: [November 18, 2020 zoom meeting link](#)

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

CALL TO ORDER

1. APPROVAL OF AGENDA AND MINUTES

- 1.1 Agenda Approval
- 1.2 Approval of Minutes of the regular meeting held on October 14, 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: Karas, 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 54957.9(d) 1 case
Case names unspecified: Disclosure would jeopardize anticipated settlement negotiations
Designated Representatives: Karas, Cichocki, Polak, Velasco and Marin
- 2.3 Public Employee Discipline/Dismissal/Release – Pursuant to Government Code section 54957
Designated Representatives: Karas, Cichocki, Polak, Velasco and Marin

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 Superintendent/President Karas 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 Contracts for Temporary Faculty
Recommendation to approve the temporary faculty contracts as presented

5. Other Items

- 5.1 Fiscal Report as of September 30, 2020
Recommendation to accept the report as presented
- 5.2 Quarterly Fiscal Status Report – AB 2910
Recommendation to accept the report as presented

6. ACTION ITEMS

- 6.1 Change Date of December 2020 Board Meeting
Recommendation to approve moving the date of the December Board meeting as presented
- 6.2 Board Policy Additions and Revisions – Second Reading
Recommendation to approve the board policy additions and revisions as presented

7. BIG PICTURE

- 7.1 Career Technical Education Advisory Committees
An overview of all the Career Technical Education Advisory Committees will be presented by Vice President Polak and Dean of Career Technical Education Aselytne

8. INFORMATIONAL ITEMS AND REPORTS

- 8.1 Multi-year Budget Projections
An update of the out year projections for the general fund unrestricted revenue and expenditures through the year 2024/25 are presented as information
- 8.2 Mendocino College Foundation, Inc.
Mendocino College Foundation informational report
- 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 College and Careers Access Pathways (CCAP) Partnership Agreements – First Reading
The CCAP partnership agreements are presented for information and review

9. TRUSTEE COMMUNICATIONS

- 9.1 Trustee Reports
Written and oral reports from Trustees are presented as information
- 9.2 Board of Trustees Subcommittee
Trustees will discuss the subcommittee of the board
- 9.3 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 : [Board of Trustee meeting documentation](#)

Future Board Meetings:

- *Regular Meeting – Wednesday, December 9, 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, October 14, 2020 using ZOOM remote meeting technology.

GENERAL MATTERS

Call to Order Trustee Pinoli, Board President, called the meeting to order at 4:00 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	arrived at 4:02 pm
	Trustee	Noel O'Neill	present
	Student Trustee	vacant	

Secretary Timothy Karas, Superintendent/President

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

Staff Representatives Eileen Cichocki, Assistant Superintendent/Vice President of Administrative Services (present)
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 (present)
	Classified Senate	Mayra Sanchez, President (present)
	Management Team	Janelle Bird, President (present)

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

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

Approval of Minutes M/S (Nickerman/Tomkins) to approve the minutes of the regular board meeting held on September 9, 2020 as presented. The matter was approved with the following vote:

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

Absent None

*Public Comments on
Closed Session Items*

- There were no comments from the public at this time.

CLOSED SESSION

The Board adjourned to Closed Session at 4:04 PM with Board President Pinoli stating only item 2.3 would be discussed in closed session.

OPEN SESSION

*Report of Action
Taken in Closed
Session*

The Board returned to open session at 4:19 PM with Board President Pinoli reporting no action taken in closed session.

Public Comments

- There were no comments from the public.

PRESIDENT AND ADMINISTRATION REPORT

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

S/P Karas highlighted the following areas from the report:

We have just received word regarding the Nursing program students who recently took the NCLEX test. 100% of the students who took the test passed. This is great news and a reflection of the great work that is being done by the Allied Health program.

He has now had the opportunity to visit all three centers. He most recently received a tour of the Coast Center and was impressed with the work being done in that location. He is also looking forward to visiting the Educational Centers in our district such as the one located in Covelo. He expressed his thanks to everyone responsible and making him feel so welcomed.

CONSENT AGENDA

M/S (Nickerman/Tomkins) 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

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 –
Short-Term Non
Continuing (STNC)
Employees*

of Trustees does hereby ratify the employment of the short-term non-continuing (STNC) employees as submitted and presented at the meeting pending receipt of all necessary employment eligibility requirements.

*Consideration to
approve the
personnel list –
Part-Time Faculty*

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

*Consideration to
approve the list of
Volunteers*

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

*Consideration to
Approve
Employment -
Classified*

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the employment of Machiko Shimada, Center Assistant, effective October 15, 2020 and Madison Menlove, Library Assistant effective November 1, 2020 pending receipt of all necessary employment eligibility requirements.

*Consideration to
Approve
Reclassification –
Permanent
Classified*

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the reclassification of the position of Instructional Assistant-Fine Woodworking (Range 24) to Fine Woodworking Technician (Range 26), retroactively effective July 1, 2020.

*Consideration to
Ratify Resignation -
Faculty*

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby ratifies the resignation of Kim Swift, Instructor-Nursing effective December 31, 2020.

Other Items

Donations

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby accepts the donations from Jennifer Riddell, Bon Appetit Management Company, and Ronald Hunt, Ph.D.

Academic Calendar

*RESOLVED, That the Mendocino-Lake Community College District Board of Trustees hereby approves the 2021-22 Academic Calendar as presented.

PUBLIC HEARING ON THE PROPOSED ADOPTED BUDGET

At 4:27 PM Board President Pinoli opened the public hearing on the proposed adopted budget. Not hearing any requests from the public to address the trustees, Board President Pinoli closed the public hearing at 4:28 PM.

ACTION ITEMS

*2020/21 Adopted
Budget*

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

M/S (Nickerman/Martinez) that the Mendocino-Lake Community College District Board of Trustees does hereby adopt the 2020/21 Adopted Budget as presented with the following vote:

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

*2020/21 District
Priorities*

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

M/S (Myers/Nickerman) that the Mendocino-Lake Community College District Board of Trustees does hereby adopt the 2020/21 District Priorities as presented with the following vote:

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

*Contracts and
Agreements –
Quarterly
Ratification*

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

M/S (O'Neill/Nickerman) that the Mendocino-Lake Community College District Board of Trustees does hereby ratify the contracts and agreements as presented with the following vote:

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

INFORMATIONAL REPORTS

*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 additional to add.

*Constituents Group
Reports*

Academic Senate

A written report was submitted by Academic Senate President Indermill. Academic Senate Indermill added her thanks regarding the Foundation and the college staff and applauded the nursing faculty for their excellent work.

Classified Senate

A written report was submitted by Classified Senate President Mayra Sanchez who stated she had nothing to add 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 3430 – Prohibition of Harassment, Board Policy 7100 – Commitment to Diversity and Board Policy 7340 – Leaves were presented for review. Discussion and/or adoption of these policies will take place at the November 2020 board meeting.

TRUSTEE COMMUNICATION

Trustee Reports

Trustees commented orally on their recent college-related activities.

Trustee Anderson stated it was great news about the NCLEX 100% pass rate.

Trustee Martinez informed the board she was invited by Dr. Martinez to the recent Latinx presentation and was very honored to be included.

Trustee Myers stated she had nothing to add except that the college is doing a great job under the current circumstances.

Trustee Nickerman stated we need advisory committees and their help to place students in work experience programs. Trustee Pinoli stated he will work with Superintendent/President Karas to address this request.

Trustee O'Neill informed the board that he attended a Zoom meeting in September entitled "Becoming an Informational Trustee" where three trustees from different colleges presented. He stated it was very helpful to hear how Trustees are involved at other colleges. He also echoed the previous statements regarding the success of the Nursing program graduates.

Trustee Tomkins echoed Trustee Nickerman's comment regarding advisory committees. He stated without information coming back to us from the community we may be missing something.

Trustee Pinoli informed the board he sends information out to Trustees weekly in an attempt to keep everyone apprised of anything going on at the college. In addition, he pledged to work with Superintendent/President Karas on upcoming projects in order to get the Trustees more involved in the college.

Future Agenda Items

- The current list of future agenda items includes the following with additional comments from members of the Board of Trustees:
- Diversity training for Board members – Trustee Martinez requested this item and feels it needs to be either a workshop or special meeting. It should not be a lecture but more of a reflection and participation by members of the board. For this reason, she feels it needs to be when we are once again able to meet in person.

- Essential needs for Trustee onboarding
- Outreach to the community and the various tribes
- General information about advisory committees – Trustee Pinoli informed the board that information from himself and Superintendent/President Karas would be available prior to the next board meeting. This item will also be included as the Big Picture Item in November.
- A workshop or presentation on the next phase plans for the three centers
- Additional information on the Coastal Field Station programs
- A virtual planning retreat for the Trustees with representatives from all three constituent groups present – Trustee Pinoli stated a planning retreat will be scheduled sometime in November and he will be circulating a list of possible dates soon.
- Budget planning workshop – The time allowance for a workshop of this type will need to be a minimum of a few hours in order to address the trustee questions. This workshop may take place in January which was approved by the Trustees.
- Schedule a series of Board workshops between now and end of year.

Adjournment

With agenda business concluded, Board President Pinoli declared the meeting adjourned at 5:37 PM.

Submitted by:
Timothy Karas, Superintendent/President
Secretary, Board of Trustees

SUBJECT: PRESIDENT AND ADMINISTRATION REPORT

The months of October and November are special in many ways. Two special moments for me were the celebration Veterans Day. On Veterans Day, we pause to honor those who have selflessly served to protect our country in the past and those who are currently serving. When our Veterans return home, they continue to make positive impacts on our country, bringing tremendous skills to their communities and to our workforce. I humbly and sincerely say thank you to those who have served, continue to serve, and to their families.

November is Native American Heritage Month. MLCCD began with an opening ceremony on November 3, 2020. We were honored to have several tribal leaders speak. The speakers included MLCCD Trustee TeMashio Anderson. As part of his welcome, Trustee Anderson addressed the assembled group in Pomo.

As I stated in my message at the opening ceremony, Mendocino College sits in the land of the Pomo People, past and present. We recognize that Mendocino College has benefited and continues to benefit from the use of this land. Consistent with our values we will work to strengthen our relationship with native peoples. A goal of mine is to visit the tribal leaders and councils in Mendocino and Lake Counties.

A significant piece of information that was shared by VP Velasco that MLCCD has the second highest percentage (4.71%) of Native American students in the California Community College System. The only district with a higher percentage is our neighbor to the north, Redwood CCD at 5.3%. There are several events to celebrate Native American Heritage this month. Information can be found at <https://www.mendocino.edu/native-american-heritage>

The agriculture department did tremendous work to pivot the fall plant sale to the COVID environment. Instead of a sale over a few days, the sale transformed to a month's long event. This took a great amount of work and dedication of staff and faculty. I benefited from the sale. There are now three table grape vines on my family's home in Greece.

Below is a spotlight on our dual/concurrent enrollment program. My goal is to provide spotlights on areas of the district regularly in my report to the board.

SPOT LIGHT: DUAL/CONCURRENT ENROLLMENT

MLCCD has focused on dual enrollment and partnerships with K-12 district as part of our strategic directions. Since the regulatory changes (AB 288) in 2016, MLCCD has pursued implementation of College and Career Access Pathways (CCAP) agreements. Our first CCAP began in fall 2019. Prior to CCAP agreements dual enrollment was offered through instructional services agreements with school districts. These agreements provide a foundation for dual enrollment and enrollment growth in the K-12 student sector.

Agreements

MLCCD has approved CCAP agreements, which allows dual enrollment at high schools, with the following K-12 Districts. Even though we don't have CCAP agreements, we still provide dual enrollment at all the sites below except Leggett. Anderson Valley is progress.

Fort Bragg Unified	Willits Unified	Upper Lake Unified
Mendocino Unified	Round Valley Unified	Lakeport Unified
		Kelseyville Unified

K-12 Sites

Pre-COVID pandemic MLCCD has offered dual enrollment courses on-site at the following high schools:

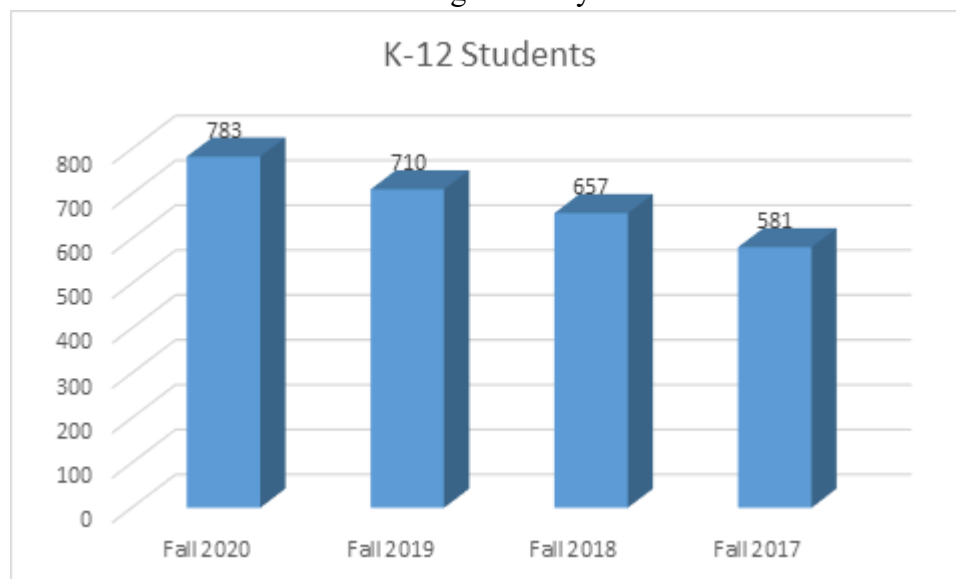
Ukiah HS	Clear Lake HS	Fort Bragg HS
Willits HS	Upper Lake HS	Mendocino HS
Laytonville HS	Kelseyville HS	Anderson Valley HS
Potter Valley HS	Round Valley HS	Pt. Arena HS

We also have offered classes at San Hedrin HS (alternative school in Willits), Willits Charter School, and the Accelerated Achievement Academy, and South Valley High School

Enrollment Trend

Enrollment of K-12 students in MLCCD has been rising. This growth has been possible by the approval of CCAP agreement with our partner K-12 districts. This segment is one of the few areas that has not declined due to the pandemic.

Pre-pandemic K-12 enrollment has provided enrollment growth for the district, which counter statewide declines due to the strong economy.



Administrative Services

Cash Deferrals

As discussed during the budget presentation at the last meeting, the 2020/21 State budget included substantial deferrals of cash payments from this fiscal year to next fiscal year. The deferrals total \$5.2

million for the District. VP Cichocki and Director Atherton, in consultation with our external auditors, have spent considerable time creating and analyzing cash flow projections. The cash projections were reviewed with PBC on November 3, 2020. The projections show that the college will have sufficient funds within all the funds of the college to remain cash solvent during the deferral and payback period. Administration will continue to monitor the cash flow projections and will update to actuals each month. Should the deferrals continue into next fiscal year, the college will likely have to take on the expense of borrowing funds, such as participating in a pooled Tax and Revenue Anticipation Note (TRAN).

Information Technology (IT)

The IT Department, working with the Technology Committee and constituent groups, recently completed the creation of a 2020-2023 Technology Action Plan to guide the district's efforts to expand the use of technology to support staff and students. The plan provides a description of the current status of technology, makes recommendations for improvement, and provides a list of actions through the 2022/23 school year. The plan will be reviewed and updated on an annual basis to monitor progress and make any needed adjustments to meet changing needs. The was presented to PBC on November 3.

Remote telephones

Working with the district's telephone contractor, Telecom Services, the IT Department is implementing a system to let college staff answer their regular office phone lines from a Mitel phone installed at their house, or "soft-phone" software on a smartphone or computer to improve our ability to support students and staff during this remote working and learning period. Staff have been picking up voicemail messages remotely, which requires a call-back. This new system will allow them to answer the incoming calls just as if they were working in their office.

Centers

The **Lake Center** is excited to welcome new full time Center Assistant, Machiko Shimada. Machiko has been with the district in part time positions for over a decade. Machiko has been employed as a student worker, as part-time math faculty, and also as a part-time classified employee with the Learning Center, MESA, and most recently the Lake Center. The Lake Center is very lucky to have her varied experiences supporting Lake County students.

Sonoma State will be partnering with the Woodland Lake Campus and the Mendocino College Lake Center, through their extension program. Sonoma State will be offering the last two years of a BS in Business as a hybrid program with courses on ground at both locations and online. This is an amazing opportunity for our students to obtain a bachelor's degree in Lake County. Application are now being accepted and will close in March.

The **Coast Center** began a six-week intensive woodworking program on October 26th. Welcoming a small cohort of 10 students to approach the hands-on experience needed to complete the course. The **North County Center** is taking this time to reimagine on ground marketing and have just installed a large 72-inch monitor to share College events. This replaces an often-overlooked small monitor tucked in by the vending machine. We look forward to welcoming students with clearly visible information.

While on ground courses have dramatically decreased, **all centers** have taken this time to formalize pathways and enhance structured support for our High School dual enrollment

partners. Regional meetings uniting our three Lake County High Schools, six North County High Schools, and three Coastal High Schools will all be taking place by early Spring, with an end of term conference bringing all dual enrollment partners together to share best practices. Although trying, these meetings would likely not have occurred without our newfound exposure to virtual meetings.

Other news in Academic Affairs:

Acting on a new amendment this school year to Title 5 an ad hoc committee was formed to learn and lead on the Credit for Prior Learning (CPL) guidance information from the Chancellors office. CPL is college credit awarded for validated college level skills and knowledge gained outside of a college classroom. The CPL ad hoc committee is composed of cross discipline faculty, staff and administrative members. We are developing our own CPL rubric to use with all students at Mendocino College.

Many students in Career Education courses possessing college skills/ knowledge, students with military backgrounds, and many other students will benefit from the new CPL amendment to Title 5.

We will host 11/18/20 @ 10 AM a CPL zoom presentation from state recognized experts Kate Mahar & Sunny Greene. Kate & Sunny have both been Guided Pathways Regional Coordinators appointed by the Chancellor's Office. They will share CPL materials with our faculty, including available valuable tools & resources to successfully build our Credit for Prior Learning protocols.

Spring Registration Campaigning

Several Student Services programs are currently conducting a Spring Registration Campaign. For example, the First Year Institute is contacting students in all 4 cohorts (1 current, 3 prior) in order to schedule them for a counseling appointment in preparation for Spring registration. 90% of current cohort students have been scheduled to meet with a counselor. They continue to reach out to prior cohorts to encourage them to schedule a counseling appointment. Once registration opens, they will begin follow up texts, emails & phone calls to encourage students to register.

Workshops

October 15th marked the last workshop for the Latinx Heritage Month series. These workshops were organized by the College Assistance Migrant Program staff. Overall, the series had 44 participants. Of all the workshops held in the series, the Loteria and Arte and the Yoga w/Gris events were the most attended.

The Financial Aid Office is continuing to do virtual Zoom Workshops with the high schools in the district to assist high school seniors in completing the FAFSA or Dream Act Application. To date, they have assisted 106 students in completing the application. Some workshops were rescheduled due to the PSPS but they will continue with these efforts up to the March 2nd priority deadline to file the financial aid applications.

The FYI Counselor, Brenda Estrada, will be holding a Stress Management/Self-Care workshop via Zoom on Wednesday, November 18. Information can be found in the November 2020 FYI News Update on the FYI home page.

Spring Front Loading Activities

FYI staff are beginning to plan activities to front load students with success strategies for the Spring semester. Current FYI students have reported a need for help with time management, communication & online learning strategies. We plan on offering Zoom workshops prior to the Spring semester that will address these student needs.

College Assistance Migrant Program

In October, CAMP director submitted the CAMP-HEP Annual Program Report (APR). This APR is for the 2019-2020 cohort, that is the first year of the new 5-year grant we received in 2019. Due to decreased numbers in the program as a result of the pandemic, the program was worked with the Office of the Director of Communications and Community relations to develop marketing for the Al Punto newspaper as a form of outreach and recruitment. CAMP is focused on recruiting for Spring semester and working on outreach, recruitment, and developing a pipeline for future CAMP scholars. CAMP director has reached out to various high school administrators (target high schools), Mendocino-Lake organizations and agencies, and on campus departments to be part of the CAMP Advisory board. The advisory board will meet at end of November. All these efforts are being made to ensure long term sustainability and support for the program.

Financial Aid Update

The Financial Aid Office identified 220 enrolled students who haven't completed the required federal verification process. We utilized the Campaign feature within Admit Hut, a technology tool to improve student contacts, to communicate with students that this requirement was needed to continue to process their financial aid file. The interactive proactive text messages were sent to the students giving them instructions on how to complete the verification process and their next steps. 22.1 % of the students who were contacted interacted with the AdmitHub's chatbot, Eddie the Eagle.

Professional Development: EOPS Conference

EOPS staff, Nancy Heth, Juvenal Vasquez, Jenny Yang, Fernando Calderon, Emily Hashemian, and Yuliana Sandoval attended the CCCEOPSA (California Community College EOPS Association) Conference held virtually on November 5-6. The theme of the conference was "EOPS/CARE/NextUp: A Transformational Movement: Then, Now, Always!". During the conference, the staff attended sessions on best practices, discussed strategies to build efficiencies, and engage and stay connected with our team and students during these unprecedented times. They also received an update from Legislative Advocacy and the Chancellor's Office.

Transfer Information for Students

To support our students on target to transfer and eligible to apply to a California State University (CSU) or University of California (UC) for Fall 2021 admission, an email with detailed information was disseminated (see attached). This email will be followed up with a text, utilizing AdmitHub to remind the students to check their student emails to see this important and timely information.

EOPS/CARE Advisory Committee

Per program requirements, the EOPS/CARE program has an advisory committee that meets twice each academic year. Once at the end of Fall and again at the end of Spring. The committee assists in developing, implementing, and maintaining effective extended opportunity programs and services. The committee is updated on the program i.e. number of students served, funding,

services offered etc. New policies and/or changes to policies are shared with the committee to get their feedback. Members of the advisory committee includes:

Ukiah High School Counselor Ana Jacinto Cawthon, CalWORKs Job Services Unit Supervisor Chris Kier, Round Valley Tribal TANF Director Cindy Hoaglen, MCOE Workforce Development Coordinator Clinton Maxwell, Project Sanctuary Shelter Manager Debra Ramirez, Sacramento State University EOP Enrollment Management Coordinator Jose Mejia, Sonoma State University Outreach Advisor Moises Gonzalez, Department of Rehabilitation Counselor Margaret (Panely) Rodier, FYI Program Manager Monica Flores, Child Development Center Director Janis Wood in addition to EOPS/CARE students, staff and faculty.

Disability Awareness Round Table

The Disability Awareness Round Table is hosted by Mendocino College's Tascha Wetzel twice a year in October and April. It has been in existence since 1989. It brings together college, school district, and county office of education employees and agencies who provide services and resources to students with disabilities. Typically, representatives for Department of Rehabilitation, Redwood Coast Regional Center, Pinoleville Pomo Nation Vocational Rehabilitation Program, Ukiah Valley Association-Habilitation, Mendocino Private Industry Council, Mentor Network, and Transition Partnership Program attend. The format consists of sharing/presenting information about Mendocino College with the focus on how it impacts students and students with disabilities; agencies sharing their current issues in hiring, programming, and budgets; and a general question/answer period about common concerns. The focus is on sharing of information and keeping each other up to date on current issues.

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

SYNOPSIS:

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

RECOMMENDATION:

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

ANALYSIS:

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

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

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

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

MOTION/ACTION:

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

Short Term Non Continuing (STNC) Employees

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

Last Name	First Name	Position	Department	Start Date	End Date
Allard-Wilcox	Monet	Ag Aide I	Agriculture	1/1/2021	6/20/2021
Blundell	Ian	Ag Aide I	Agriculture	1/1/2021	6/20/2021
Clark	Morgan	Ag Aide I	Agriculture	11/16/2020	6/20/2021
Escobedo	Katherine	Program Specialist (CalFresh)	Student Services	11/16/2020	6/20/2021
Fisk-McCarthy	Monte	Ag Aide I	Agriculture	1/1/2021	6/20/2021
Gowan	Monica	Program Specialist (ML ACE)	ML ACE	11/16/2020	2/10/2021
Hill	Andy	Ag Aide I	Agriculture	1/1/2021	6/20/2021
Jacquin	Jessica	Ag Aide II	Agriculture	11/16/2020	6/20/2021
Luciani	Tayla	Ag Aide I	Agriculture	1/1/2021	6/20/2021
Norwood	Serena	Ag Aide II	Agriculture	11/16/2020	12/31/2020
Ratliff	Diana	Library Assistant	Library	11/1/2020	3/26/2021
Sorensen	Erik	Ag Aide II	Agriculture	11/16/2020	6/20/2021
Whipple	Monica	Administrative Assistant I	ML ACE	11/16/2020	2/10/2021
Yang	Ning (Jenny)	Administrative Assistant I	EOPS	11/16/2020	2/10/2021

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
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Non-Student Tutors

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

Last Name	First Name	Position	Department	Start Date	End Date
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SUBJECT: RENEW CONTRACTS FOR TEMPORARY FACULTY

SYNOPSIS:

Approval of renewal of full-time, temporary faculty contracts.

RECOMMENDATION:

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

ANALYSIS:

Temporary faculty are reemployed for one (1) additional semester.

**The following full-time, temporary faculty is recommended to be reemployed from
1/14/2021-5/21/2021**

Suzanne Hewitt, Temporary, Nursing Faculty

Reference Board Policy 7120, Recruitment and Hiring

MOTION/ACTION:

RESOLVED, That the Mendocino-Lake Community College Board of Trustees hereby approves the one-semester, full-time, temporary faculty contract as presented.

SUBJECT: FISCAL REPORT AS OF SEPTEMBER 30, 2020

SYNOPSIS:

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

RECOMMENDATION:

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

ANALYSIS:

The fiscal report as of September 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 accepts the fiscal report as presented.

Mendocino-Lake Community College District
General Fund
2020/21 Fiscal Report as of September 30, 2020

		2020/21 Working Budget	Year-to-date Actuals	Balance	% Rec/Exp
REVENUE					
	Beginning Fund Balance	\$6,742,255			
FEDERAL	Federal Forest Reserve	\$30,000	\$0	\$30,000	0%
	Federal Work Study	120,000	4,820	115,180	0%
	CAMP	547,391	77,167	470,224	14%
	PELL Grant Administration	7,500	675	6,825	9%
	HEP	398,348	30,710	367,638	8%
	HSI	541,215	54,945	486,270	10%
	CTEA	150,264	0	150,264	0%
	Other Federal Revenue	564,410	10,100	554,310	0%
	TOTAL FEDERAL SOURCES	\$2,359,128	\$178,417	\$2,180,711	8%
STATE	State General Apportionment	\$9,194,733	\$2,430,113	\$6,764,620	26%
	Education Protection Account	3,012,483	751,641	2,260,842	25%
	Board of Governors Grant	37,352	14,500	22,852	39%
	Student Equity and Achievement	1,964,366	688,095	1,276,271	35%
	Part-time Faculty Office Hours	9,000	0	9,000	0%
	FT Faculty Hiring	109,098	42,352	66,746	39%
	Part-time Faculty Compensation	109,002	42,314	66,688	39%
	AEBG Adult Education Block Grant	2,060,787	883,175	1,177,612	43%
	CTE Strong Workforce Program	2,518,032	1,507,720	1,010,312	60%
	Other Categorical Apportionments	2,252,854	1,133,191	1,119,663	50%
	TANF	45,040	0	45,040	0%
	DSPS	421,734	156,357	265,377	37%
	CALWORKS	244,259	89,425	154,834	37%
	BFAP	166,279	64,550	101,729	39%
	EOPS	671,662	259,900	411,762	39%
	EOPS CARE	78,560	30,389	48,171	39%
	MESA	33,237	0	33,237	0%
	Other Categorical Program Allowances	342,702	356,191	-13,489	104%
	State Subventions	211,829	0	211,829	0%
	Lottery	606,253	0	606,253	0%
	Mandated Cost Reimbursements	73,473	0	73,473	0%
	Other State Revenue	292,052	254,052	38,000	0%
	TOTAL STATE SOURCES	\$24,454,787	\$8,703,965	\$15,750,822	36%
LOCAL	Property Taxes	\$10,386,326	\$28,786	\$10,357,540	0%
	Local Contributions/Grants/Donations	224,939	9,229	215,710	4%
	Contract Instructional Services	26,069	0	26,069	0%
	Rents/Leases (Facilities Use)	54,000	13,311	40,689	25%
	Interest	79,000	0	79,000	0%
	Community Extension	6,000	0	6,000	0%
	Student Fees	1,163,000	650,471	512,529	56%
	Other Local Revenue	317,326	241,615	75,711	76%
	TOTAL LOCAL SOURCES	\$12,256,660	\$943,412	\$11,313,248	8%
TOTAL REVENUES		\$39,070,575	\$9,825,794	\$29,244,781	25%
TOTAL RESOURCES AVAILABLE		\$45,812,830			
EXPENDITURES					
	Certificated Salaries	\$12,741,273	\$2,348,874	\$10,392,399	18%
	Classified Salaries	6,788,889	1,494,718	5,294,171	22%
	Benefits	8,183,932	1,715,029	6,468,903	21%
	Subtotal Personnel Costs	\$27,714,094	\$5,558,621	\$22,155,473	20%
	Supplies	\$1,790,941	\$160,152	\$1,630,789	9%
	Services	6,005,997	1,126,419	4,879,578	19%
	Capital Outlay	1,363,862	10,669	1,353,193	1%
	Transfers/Other Outgo	2,207,847	403,366	1,804,481	18%
TOTAL EXPENDITURES		\$39,082,741	\$7,259,227	\$31,823,514	19%
	Ending Fund Balance	\$6,730,089			
TOTAL EXPENDITURES/CONTINGENCY		\$45,812,830			

ITEM NO: 5.2
DATE: November 18, 2020

SUBJECT: QUARTERLY FISCAL STATUS REPORT – AB 2910

SYNOPSIS:

A report on the District fiscal status as of September 30, 2020.

RECOMMENDATION:

The Superintendent/President recommends the Board of Trustees accept this report.

ANALYSIS:

This quarterly fiscal report for the third quarter of the 2020/21 fiscal year reflecting data as of September 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 accepts the quarterly fiscal status report as presented.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 IQ

[VIEW QUARTERLY DATA](#)

[CHANGE THE PERIOD](#) ▼

Fiscal Year: 2020-2021

District: (140) MENDOCINO-LAKE

Quarter Ended: (Q1) Sep 30, 2020

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2017-18	Actual 2018-19	Actual 2019-20	Projected 2020-2021

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	24,632,885	26,128,614		25,382,951
A.2	Other Financing Sources (Object 8900)	0	0		0
A.3	Total Unrestricted Revenue (A.1 + A.2)	24,632,885	26,128,614		25,382,951
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	23,322,260	25,431,473		24,839,289
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	500,793	502,361		544,687
B.3	Total Unrestricted Expenditures (B.1 + B.2)	23,823,053	25,933,834		25,383,976
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	809,832	194,780		-1,025
D.	Fund Balance, Beginning	5,749,761	6,559,593		6,465,652
D.1	Prior Year Adjustments + (-)	0	0		0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,749,761	6,559,593		6,465,652
E.	Fund Balance, Ending (C. + D.2)	6,559,593	6,754,373		6,464,627
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	27.5%	26%		25.5%

II. Annualized Attendance FTES: This data is being captured in CCFS-320 and is no longer required here.

G.1	Annualized FTES (excluding apprentice and non-resident)				
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2017-18	2018-19	2019-20	2020-2021
H.1	Cash, excluding borrowed funds		6,858,743	5,214,180	6,469,516
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	400,984	6,858,743	5,214,180	6,469,516

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	25,382,951	25,382,951	4,190,928	16.5%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	25,382,951	25,382,951	4,190,928	16.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	24,839,289	24,839,289	5,262,304	21.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	544,687	544,687	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	25,383,976	25,383,976	5,262,304	20.7%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-1,025	-1,025	-1,071,376	
L	Adjusted Fund Balance, Beginning	6,465,652	6,465,652	6,465,652	
L.1	Fund Balance, Ending (C. + L.2)	6,464,627	6,464,627	5,394,276	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	25.5%	25.5%		

V. Has the district settled any employee contracts during this quarter? **NO**

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?	This year?	NO
	Next year?	YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The District is in a good financial position for 2020/21. Management has prepared cash flow projections that currently show the District will have sufficient cash when all funds of the District are considered, despite the cash deferrals.

Absent of any cuts to revenue imposed by the State for 2021/22, the District will remain in a solid financial position. Should the cash deferrals continue into 2021/22, the District will likely need to take on the added expense of borrowing cash. Should budget cuts come in 2021/22 at the 8% level originally proposed for 2020/21, the financial position of the District would change dramatically. The District would go from a balanced budget, to deficit spending by \$2.2 million. The District would use a third of its reserves in a single year, and would be at 5% reserves in 2022/23. The District has made significant expenditure reductions beginning at the end of the 2019/20 fiscal year to position itself as best as possible to weather the uncertainties ahead.

SUBJECT: CHANGE DATE OF DECEMBER 2020 BOARD MEETING

SYNOPSIS:

A proposed change to the date of the December 2020 board meeting is presented.

RECOMMENDATION:

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

ANALYSIS:

Per Education Code Section 35143, an organizational meeting must be held within 15 days of the second Friday in December. The date of the organizational meeting must be selected by the Board at its regular meeting held immediately prior to December 1st. Therefore, in the year 2020, school districts must hold their annual organizational meeting between December 11, 2020 and December 25, 2020.

In order to comply with Education Code 35143, the regular December board meeting of the Mendocino-Lake Community College District will be moved from December 9, 2020 to December 16, 2020 and will include the annual organizational meeting duties.

Reference: Board Policy 2305 – Annual Organizational Meeting

MOTION/ACTION:

RESOLVED, that the Board of Trustees of the Mendocino-Lake Community College District does hereby approve changing the date of the December 2020 board meeting from December 9, 2020 to December 16, 2020 as presented.

SUBJECT: BOARD POLICIES AND REVISIONS – SECOND READING

SYNOPSIS:

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

RECOMMENDATION:

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

ANALYSIS:

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

Board Policy #3430– Prohibition of Harassment – This recently reviewed and legally required board policy has been updated with the new legally required Title IX language. This policy was last updated in February 2020. 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 August 28, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 2, 2020. A copy of the approved administrative procedure is included as information only.

Board Policy #7100 – Commitment to Diversity – This legally required board policy has been revised under by the Director of Human Resources. This policy was last updated in November 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 August 28, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 2, 2020.

Board Policy #7340 – Leaves - This new legally required board policy has been created by the Director of Human Resources using the League template as a guide. 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 August 28, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 2, 2020.

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 3430, Board Policy 7100 and Board Policy 7340 as presented.



BOARD POLICY

No. 3430

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

PROHIBITION OF HARASSMENT

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

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

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

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

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

The Superintendent/President shall establish procedures that define harassment on campus. The Superintendent/President shall further establish procedures for employees, students, unpaid interns, volunteers, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. **State and federal law and this policy prohibit** ~~All participants are protected from~~ retaliatory acts by the District, its employees, students, and agents.

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

The District will publish and publicize this policy and related written procedures (including the procedure for making complaints) to administrators, faculty, staff, students, unpaid interns, and volunteers particularly when they are new to the institution. The District will make this policy and related written procedures (including the procedure for making complaints) available in all administrative offices and will post them on the District's website.

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

See Administrative Procedure 3430.1

References: Education Code Sections 212.5, 44100, 66252, and 66281.5;
Government Code Sections **12923**, 12940 and 12950.1;
Civil Code Section 51.9;
Title 2 Sections 10500 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e



ADMINISTRATIVE PROCEDURES

No. 3430.1

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

PROHIBITION OF HARASSMENT

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

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

Academic Freedom

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

Definitions

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

For sexual harassment under Title IX, Complainants must proceed under BP 3433 Prohibition of Sexual Harassment under Title IX, AP 3433.1 Prohibition of Sexual Harassment under Title IX, and AP 3434.1 Responding to Harassment Based on Sex under Title IX. For other forms of sexual harassment or gender-based harassment, Complainants should use this procedure.

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

Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's

Adopted: July 7, 1999

*Revised: December 9, 2013 April 26, 2019
November 15, 2019 October 2, 2020*

Page 1 of 3

race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race nationality, sexual orientation or other protected status.

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

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

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

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

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

- educational environment (as more fully described below); or
- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.

This definition encompasses two kinds of sexual harassment:

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

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

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

Consensual Relationships

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

References: Education Code Sections 212.5, 44100, and 66281.5;
Government Code Section 12940 and 12923;
Civil Code Section 51.9;
Title 2 Sections 10500 et seq.;
Title 5 Sections 59320 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e



BOARD POLICY

No. 7100

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

COMMITMENT TO DIVERSITY

The Mendocino-Lake Community College District is committed to building and fostering an inclusive, equitable, and diverse educational environment, by maintaining comprehensive practices that reflect these principles. Diversity within the college environment allows the opportunity to challenge and eliminate ingrained stereotypes and prejudices, ensuring anti-racist practices leading to student success.

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board **of Trustees** recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board **of Trustees** is committed to hiring and staff development processes that support the goals of equal opportunity, ~~equity~~ and diversity, and provide ~~equitable~~ **equal** consideration for all qualified candidates.

References: Education Code Sections 87100 et seq.;
Title 5, Sections 53000 et seq.



BOARD POLICY

No. 7340

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

NEW

LEAVES

The Superintendent/President shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves shall include, but are not limited to:

- illness or injury leaves for all classes of permanent employees (Education Code Sections 87781 and 88192);
- paid sick leave (Labor Code Section 246);
- vacation leave for members of the classified service, administrators, supervisors, and managers;
- leave for service as an elected official or steward of a community college District public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization (Education Code Sections 87768.5 and 88210; Government Code Section 3558.8);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- leave to bond with a new child (Education Code Sections 87780.1, 87784.5, 88196.1, and 88207.5);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident and illness leave (Education Code Sections 87787 and 88192);
- bereavement leave (Education Code Sections 87788 and 88194);
- jury service or appearance as a witness in court (Education Code Sections 87035 and 87036);
- military service (Education Code Section 87700); and
- sabbatical leaves for permanent faculty, permanent classified staff, and administrators and managers

Vacation leave for members of the classified service, educational administrators and classified supervisors and managers shall not accumulate beyond the amount of leave available for accrual in a two-year period. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

In addition to these policies and collective bargaining agreements, the Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.

References: Education Code Sections 87763 et seq. and 88190 et seq.
Labor Code Sections 245 et seq.

SUBJECT: CAREER TECHNICAL EDUCATION ADVISORY COMMITTEES

SYNOPSIS:

A presentation by Vice President of Academic Affairs Polak and Dean of Career Technical Education Aseltine.

ANALYSIS:

Education Code requires that Community College Career (vocational) Education programs develop community advisory committees. At Mendocino College those committees typically meet once or twice each year; the Physical Therapist Assistant (PTA) program meets monthly to guide the program through its accreditation process. The following advisory committees are active at Mendocino College:

- Agriculture
- Auto
- Business
- Child Development
- Computer Science/Digital Arts
- Construction (Sustainable Construction and Technology)
- Human Services
- Nursing
- Physical Therapist Assistant
- Public Safety

SUBJECT: MULTI-YEAR BUDGET PROJECTIONS

SYNOPSIS:

A report from the Assistant Superintendent/Vice President of Administrative Services is submitted as information.

ANALYSIS:

The multi-year budget projections are attached for information purposes. These projections are based on the 2020/2021 Adopted Budget and were reviewed by PBC on November 3, 2020. The projections provide estimations of General Fund unrestricted revenue and expenditures through year 2024/25.

There are two sets of projections attached. The first are projections done in a manner similar to previous typical years. Since the state of the economy is in flux and is not typical, a second set of projections are included this year. The second projections include an 8% cut to general apportionment beginning in the year 2021/22.

Both sets of projections are based on the 2020/21 Adopted Budget. The assumptions for the Adopted Budget were included in the narrative portion of the information presented to the Board on October 14, 2020. A very important item to note is the 2020/21 budget includes \$1.7 million in expenditure cuts that are assumed to continue at the reduced level into the future years. These cuts were difficult decisions to make and will be difficult to maintain in the long term.

The major assumptions are listed at the bottom of each fiscal year and include:

- \$1.7 million in expenditure budget cuts as detailed in the Adopted Budget
- \$250,000 in annual step/longevity pay increases as agreed to with employee groups
- Increases in the rates the College pays into the retirement systems for employees (STRS & PERS)
- Trustee election costs in even years
- The end of debt payments on the solar field and transfer of those funds to the Capital Projects Fund

The projections differ in that the second set of projections includes an 8% cut to general apportionment funding. It is unknown at this time what the State budget may include for community colleges next fiscal year (2021/22). However, before the State budget for this fiscal year (2020/21) was finalized, draft versions of the State budget called for an 8% cut in apportionment funding. General apportionment makes up 93% of unrestricted General Fund revenue and an 8% cut would total \$1.8 million. The final budget for 2020/21 did not include cuts to revenue and instead included massive cash deferrals. The economy is going to drive decisions by the State as to whether the deferrals can be paid off, will continue, or need to continue with the addition of budget cuts. Because of this uncertainty, it is prudent to project how such a budget cut would affect the future fiscal position of the college.

It is important to note these are projections only, they are not intended to be viewed as budgets. They are meant to illustrate the potential fiscal position of the College should a given set of assumptions materialize. The Planning and Budget Committee will continue to discuss the fiscal position of the College as more information is received from the Chancellor's Office, the Department of Finance, and the Legislative Analyst's Office. The first official look at the 2021/22 budget will be in January 2021 when the Governor's Proposed Budget is released.

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
GENERAL FUND-UNRESTRICTED BUDGET

FOR PBC DISCUSSION 11/3/2020

	MULTI YEAR PROJECTION								
	A		1		2		3		4
	2020/21		2021/22		2022/23		2023/24		2024/25
	ADOPTED		PROJECTION		PROJECTION		PROJECTION		PROJECTION
	BUDGET								
	Must reach 250 at Coast								
	Last year of Hold Harmless								
BEGINNING FUND BALANCE	\$6,465,652		\$6,464,627		\$6,098,722		\$5,089,993		\$3,814,049
REVENUE:									
A. Federal Sources	\$37,500		\$37,500		\$37,500		\$37,500		\$37,500
B. State Sources	\$13,219,020		\$13,219,020		\$13,219,020		\$13,219,020	(\$1,121,206)	\$12,097,814
C. Local Sources	\$12,126,431		\$12,126,431		\$12,126,431		\$12,126,431		\$12,126,431
TOTAL REVENUE	\$25,382,951		\$25,382,951		\$25,382,951		\$25,382,951		\$24,261,745
EXPENDITURES:									
A. Personnel Costs									
Instructional Salary	\$10,380,519	\$105,000	\$10,485,519	\$105,000	\$10,590,519	\$105,000	\$10,695,519	\$105,000	\$10,800,519
Classified Salary	\$4,976,806	\$105,000	\$5,081,806	\$105,000	\$5,186,806	\$105,000	\$5,291,806	\$105,000	\$5,396,806
Subtotal Salary	\$15,357,325		\$15,567,325		\$15,777,325		\$15,987,325		\$16,197,325
Benefits	\$6,486,011	\$159,880	\$6,645,891	\$392,824	\$7,038,715	\$97,215	\$7,135,930	\$68,608	\$7,204,538
Total Salary and Benefits	\$21,843,336		\$22,213,216		\$22,816,040		\$23,123,255		\$23,401,863
% of total expenditures:	86%		86%		86%		87%		87%
B. Supplies	\$458,152		\$458,152		\$458,152		\$458,152		\$458,152
C. Contractual Services	\$2,517,647	(\$5,000)	\$2,512,647	\$40,000	\$2,552,647	(\$40,000)	\$2,512,647	\$40,000	\$2,552,647
D. Capital Outlay	\$20,154		\$20,154		\$20,154		\$20,154		\$20,154
E. Transfers									
To Child Care Fund	\$141,595		\$141,595		\$141,595		\$141,595		\$141,595
To Debt Service Fund	\$278,092	(\$278,092)	\$0		\$0		\$0		\$0
To Capital Projects Fund	\$125,000	\$278,092	\$403,092		\$403,092		\$403,092		\$403,092
	\$544,687		\$544,687		\$544,687		\$544,687		\$544,687
TOTAL EXPENDITURES	\$25,383,976	\$364,880	\$25,748,856	\$642,824	\$26,391,680	\$267,215	\$26,658,895	\$318,608	\$26,977,503
ENDING FUND BALANCE	\$6,464,627		\$6,098,722		\$5,089,993		\$3,814,049		\$1,098,291
CHANGE IN RESERVES	(\$1,025)		(\$365,905)		(\$1,008,729)		(\$1,275,944)		(\$2,715,758)
RESERVE AS A % OF EXP	25.5%		23.7%		19.3%		14.3%		4.1%
ASSUMPTIONS:									
General Apportionment	\$23,555,371		Same as 20/21		Same as 20/21		Same as 20/21		\$22,434,165
1% deficit factor									Guaranteed 2017/18 level
0% COLA									

Budget cuts/held positions	(\$1,700,000)	cuts continue	cuts continue	cuts continue	cuts continue
Step/Longevity	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
STRS/PERS Increases	(\$3,000)	\$119,880	\$352,824	\$57,215	\$28,608
Trustee Elections	Uncontested	No	Yes	No	Yes
Solar debt	Last year of debt	To Capital Projects	To Capital Projects	To Capital Projects	To Capital Projects

FUTURE UNKNOWNNS:
State budget cuts
Collective Bargaining settlements
Staffing
Center funding
Return to campus costs: positions may need to be filled, increased schedule of classes, interpreting costs, supplies/services, utilities.

2018/19 STATEWIDE Unrestricted ending fund balance - Average 21.8%, Low 5.5%, High 51.7% (SSC, 7/6/20)
2017/18 STATEWIDE Unrestricted salary and benefits as a percentage of total expenditures - 87.97% (SSC, 4/1/19)

	A		1		2		3		4
	2020/21		2021/22		2022/23		2023/24		2024/25
	ADOPTED		PROJECTION		PROJECTION		PROJECTION		PROJECTION
	BUDGET		8% cut in Apportionment				Last year of Hold Harmless		
	Must reach 250 at Coast								

BEGINNING FUND BALANCE	\$6,465,652		\$6,464,627		\$4,214,292		\$1,321,134		(\$1,839,240)
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REVENUE:									
A. Federal Sources	\$37,500		\$37,500		\$37,500		\$37,500		\$37,500
B. State Sources	\$13,219,020	(\$1,884,430)	\$11,334,590		\$11,334,590		\$11,334,590	(\$1,121,206)	\$10,213,384
C. Local Sources	\$12,126,431		\$12,126,431		\$12,126,431		\$12,126,431		\$12,126,431
TOTAL REVENUE	\$25,382,951		\$23,498,521		\$23,498,521		\$23,498,521		\$22,377,315

EXPENDITURES:									
A. Personnel Costs									
Instructional Salary	\$10,380,519	\$105,000	\$10,485,519	\$105,000	\$10,590,519	\$105,000	\$10,695,519	\$105,000	\$10,800,519
Classified Salary	\$4,976,806	\$105,000	\$5,081,806	\$105,000	\$5,186,806	\$105,000	\$5,291,806	\$105,000	\$5,396,806
Subtotal Salary	\$15,357,325		\$15,567,325		\$15,777,325		\$15,987,325		\$16,197,325
Benefits	\$6,486,011	\$159,880	\$6,645,891	\$392,824	\$7,038,715	\$97,215	\$7,135,930	\$68,608	\$7,204,538
Total Salary and Benefits	\$21,843,336		\$22,213,216		\$22,816,040		\$23,123,255		\$23,401,863
% of total expenditures:	86%		86%		86%		87%		87%
B. Supplies									
	\$458,152		\$458,152		\$458,152		\$458,152		\$458,152
C. Contractual Services									
	\$2,517,647	(\$5,000)	\$2,512,647	\$40,000	\$2,552,647	(\$40,000)	\$2,512,647	\$40,000	\$2,552,647
D. Capital Outlay									
	\$20,154		\$20,154		\$20,154		\$20,154		\$20,154
E. Transfers									
To Child Care Fund	\$141,595		\$141,595		\$141,595		\$141,595		\$141,595
To Debt Service Fund	\$278,092	(\$278,092)	\$0		\$0		\$0		\$0
To Capital Projects Fund	\$125,000	\$278,092	\$403,092		\$403,092		\$403,092		\$403,092
	\$544,687		\$544,687		\$544,687		\$544,687		\$544,687
TOTAL EXPENDITURES	\$25,383,976	\$364,880	\$25,748,856	\$642,824	\$26,391,680	\$267,215	\$26,658,895	\$318,608	\$26,977,503

ENDING FUND BALANCE	\$6,464,627		\$4,214,292		\$1,321,134		(\$1,839,240)		(\$6,439,427)
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CHANGE IN RESERVES	(\$1,025)		(\$2,250,335)		(\$2,893,158)		(\$3,160,374)		(\$4,600,187)
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RESERVE AS A % OF EXP	25.5%		16.4%		5.0%		-6.9%		-23.9%
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ASSUMPTIONS:									
General Apportionment	\$23,555,371	8% cut in Apportionment		Same as 21/22		Same as 21/22		\$22,434,165	
1% deficit factor								Guaranteed 2017/18 level	
0% COLA								No hold harmless	

Step/Longevity	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
STRS/PERS Increases	(\$3,000)	\$119,880	\$352,824	\$57,215	\$28,608
Trustee Elections	Uncontested	No	Yes	No	Yes
Solar debt	Last year of debt	To Capital Projects	To Capital Projects	To Capital Projects	To Capital Projects

FUTURE UNKNOWNNS:
State budget cuts
Collective Bargaining settlements
Staffing
Center funding
Return to campus costs: positions may need to be filled, increased schedule of classes, interpreting costs, supplies/services, utilities.

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 fall appeal letter has been distributed to our donors. The appeal letter is posted to the foundation's website and has been sent out via mailchimp and through the postal service. We are featuring Joey Beak this fall who is a hard-working, and busy student at Mendocino College.

The foundation's website has received a "refresh" and the donations page has been updated to be in alignment with the site.

The first ever newsletter for alumni of the Adopt A Fifth Grader program is drafted and being translated into Spanish. We anticipate mailing the newsletter out to over 500 students in Lake and Mendocino counties.

The annual Adopt A Fifth Grader donor recruitment packet for new and reoccurring donors is in development. We anticipate mailing out the packet in early December for those donors wishing to have the donation be completed within the 2020 year.

Staff continue to assist affiliate organizations with possible gifts, donations, and setting up online giving sites. We are researching "other" fundraising alternatives for the foundation and affiliates to see what's working and what's not.

Foundation staff are beginning to prepare for the annual charitable contribution letters. These letters are typically mailed out in late January/early February.

The Foundation's Finance Committee will meet on November 17.

The Foundation Board of Directors annual meeting is December 7.

SUBJECT: CONSTITUENT GROUP REPORTS

SYNOPSIS:

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

ANALYSIS:

Academic Senate:

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

The Academic Senate for California Community Colleges (ASCCC) held its Fall Plenary November 5 - 7, 2020. Senator Brianna Zuber (Biology) and I were able to attend. Plenary was a little different as it was an entirely virtual event. Despite that there were numerous sessions that were interactive and included discussions and breakout groups. The theme was *Addressing Anti-Blackness & IDEAs (Inclusion, Diversity, Equity, and Anti-Racism)*. Many of the sessions addressed points made in the California Community Colleges Chancellor's Office (CCCCO) *Call to Action* (June, 2020). A few addressed the role of the Board of Trustees, administration and Academic Senate in the “transformation” into an “equity-driven system”. These included information about resource allocation, professional development and curriculum. The information learned from Plenary validated the steps we are taking and the processes we are developing are advisable and judicious.

The Academic Senate has requested that faculty on the decision-making committees ensure the committee description and typical actions include reference to the District’s *Mission* as well as equity and Guided Pathways. We have included addressing the *Call to Action* as one of our goals for the year and added it as a standing agenda item. As we are facing a challenging budgetary future it is important to remember *every* financial decision should be grounded in equity and supporting student needs and promote their success. We need to focus on the funds we do *have* to advocate for and assist our most needy students. In addition, the Academic Senate has approved a resolution entitled: *Solidarity with the Black Lives Matter Movement and Commitment to Greater Equity and Anti-Racism*. It includes (among other things) a request to financially support ongoing professional development opportunities related to race, biases, and systemic racism. We are in the mutual agreement process with Superintendent / President Karas and Vice President of Academic Affairs Polak. When we have reached a final agreement, I will share additional information.

Last month, I indicated the Academic Senate is working with the Curriculum Committee to develop additional processes for evaluating curricula. This work began at our Fall In-Service we had two faculty workshops related to developing anti-racist curriculum. One workshop included initial discussions related to a *cultural audit* of our curriculum the other included discussion about ways in which we can infuse more diversity and inclusive ideas with the purpose of addressing structural racism in our classes. Under the leadership of the Faculty Chair of the Curriculum Committee, Tascha Whetzel, the committee used the outcomes of this work as a foundation for exploring ways to formalize the process for a cultural audit of the entire curriculum. All

programs perform a curriculum review every five years and the plan is to include a cultural audit during that process. The Curriculum Committee is piloting various questions for faculty to consider when performing their review. The purpose is to provide information to provoke thoughtful consideration about how to identify ways in which we are already teaching about equity, inclusion and diversity, as well as to focus on new ways to teach about and dismantle structural racism. The intent is to include this information in the official Course Outline of Record.

In summary, Mendocino College is much further ahead of other districts in this work, but there is more that needs to be done. It is important to use the equity work currently being done and leverage it to identify and remedy areas of campus where inequities may still exist.

Classified Senate:

The following report was submitted by Classified Senate President Mayra Sanchez:

The Classified Senate has been very busy this past month. We held the second, third, and fourth sessions for our Caring Campus project. During the second session, we discussed an implementation plan for our three traditional and three virtual commitments. The third session consisted of implementing a new monitoring plan for our commitments. During the last session, we created a communication plan for the different constituent groups at the college. The Caring Campus participants will be creating a presentation for the administration group about our established traditional and virtual commitments.

Now that all our sessions have been completed, we look forward to implementing our various plans. We want to thank the 18 participants who participated as part of the Caring Campus team and their help in developing all of these plans.

Management/Supervisory/Confidential:

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

The Management Team recently adopted a new “big picture item” at our monthly meetings. This month’s topic was titled “Student Retention Analysis” and was presented by Director Minerva Flores with help from Dean Rebecca Montes and Director Eric Hoefler. The discussion provided our group with data that relates to why we may not be retaining as many students as we can. The presentation was followed by a lengthy discussion amongst managers and groups are breaking off to brainstorm ways in which we may mitigate some of the issues noted.

The Management Team is also excited to once again participate in the Classified FunRaiser by donating gift cards for the wreaths which will be raffled off during the event. This year the event is being held virtually and will take place on Thursday, December 3rd.

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 #1100 – The Mendocino-Lake Community College District – This policy was last updated in January 2015 and has been revised to now include the Mendocino College Coast Center. 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 October 2, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 23, 2020.

Board Policy #4230– Grading and Academic Record Symbols – This legally required board policy has been revised under the direction of the Academic Senate President to incorporate the required information under Credit for Prior Learning. This policy was last updated in October 2020 and has been properly vetted through the College's participatory governance process. The policy was first reviewed by the President's Policy Advisory Committee on October 2, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 23, 2020. A copy of the approved administrative procedure for Credit by Assessment is included as information only.

Board Policy #7330 – Communicable Disease - Employee - This new legally required board policy has been created by the Director of Human Resources using the League template as a guide. 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 October 2, 2020; was shared with constituents for comments or suggestions and finalized by the committee at their meeting on October 23, 2020. A copy of the approved administrative procedure is included as information only.

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



BOARD POLICY

NO. 1100

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

The District has been named the Mendocino-Lake Community College District.

The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following college(s) and/or education centers:

Mendocino College Ukiah Campus – **Ukiah, CA**

Mendocino College Lake Center ~~Campus~~ – Lakeport, CA

Mendocino College North County Center – Willits, CA

Mendocino College Coast Center – Fort Bragg, CA

References: Education Code Section 72000(b);
Elections Code Section 18304

Adopted: December 19, 1978
Revised: April 7, 1982
December 12, 2007
January 14, 2015
October 2020



BOARD POLICY

No. 4230

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

GRADING AND ACADEMIC RECORD SYMBOLS

Courses shall be graded using the grading system established by Title 5.

The grading system shall be **widely available to the public and students via transparent and accessible means, including being published in the college catalog(s) and clearly posted on the college website.** ~~made available to students.~~

Students shall be awarded credit by assessment for experiences and/or prior learning when sufficient mastery equivalent to course completion that is consistent with the Course Outline of Record and Program Outcomes. The faculty are primary in the development and implementation of assessment processes.

This policy shall be reviewed every three years and the findings reported to the Chancellor's Office.

Reference: Title 5, Section 55023. **55050, 55002, 55023, 55021. and 55025**



ADMINISTRATIVE PROCEDURES

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

NO. 4235.1

CREDIT BY ASSESSMENT

Credit by Assessment may be obtained by one of the following methods:

- Achievement of a score of *3 or higher* on an Advanced Placement Examination administered by the College Entrance Examination Board.
- Achievement of a score that qualifies for credit by examination in the College Level Examination Program.
- Credit by satisfactory completion of an examination administered by the college in lieu of completion of a course listed in the college catalog.
- Upon demonstration of sufficient mastery through assessment an award of credit should be made, if possible to:
 - California Intersegmental General Education Transfer Curriculum (IGETC),
 - California State University General Education (CSUGE) Breadth,
 - Local community college general education requirements for a chosen program,
 - Electives for students who do not require additional general education or program credits to meet their goals
- Prior learning will be assessed by faculty in the discipline (or related discipline with content knowledge) for specific course credit.
- Credit for prior learning shall include, but not be limited to:
 - Credit by Examination,
 - Joint Services Transcript (JST) evaluation,
 - Student created portfolio evaluation,
 - Industry-recognized credential documentation evaluation,
 - Standardized exams

Determination of Eligibility for Credit by Assessment:

- The student must be currently registered in the college and in good standing;
- The student may not have earned college credit in a more advanced subject matter;
- The student must satisfy all stated prerequisite(s)/corequisite(s).
- The course must be approved for Credit by Assessment through the curriculum process.

Process for Credit by Assessment:

- The student must complete and submit a Petition for Credit by Assessment to the Office of Admissions and Records.
- The petition must be approved by the appropriate Academic Dean.
- A student will not be charged a fee for a Credit by Assessment.
- The student will not be enrolled in the course for which the student seeks Credit by Assessment.
- Credits acquired by assessment are not applicable to meeting of such unit load requirements as Selective Service deferment, Veteran's or Social Security benefits.

- Credits acquired by assessment shall not be counted in determining the 12 semester hours of credit in residence required for an Associate degree.
- Credit by Assessment can only be taken for a letter grade with the exception of those courses designated for pass/no pass only. Courses taken for Credit by Assessment meet major requirements, except those courses designated pass/no pass only.
- Courses where Credit by Assessment is earned may not be repeated for credit by classroom attendance unless a substandard grade is earned (D, F or NP.)
- The student's academic record will clearly indicate that the credit was earned by assessment.
- A grade of incomplete may not be assigned.
- Each approved course may be challenged only once.
- A maximum of 12 units of credit may be earned by assessment.
- The student may appeal the decisions related to the award of credit in cases of credit by assessment through the regular appeals processes.

Reference: Title 5, Section 55050



BOARD POLICY

No. 7330

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

NEW

COMMUNICABLE DISEASE - EMPLOYEES

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases unfitting the employee to instruct or associate with students, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

All newly hired academic or classified employees must show that within the past 60 days they have submitted to a tuberculosis risk assessment and, if risk factors are present, been examined to determine that they are free from active tuberculosis, except as defined in AP 7336.1. If risk factors were present at the tuberculosis risk assessment, and an examination occurs, after the examination the employee shall provide the District with a certificate from the employee's examining physician showing that the employee was examined and found to be free from active tuberculosis.

All employees shall be required to undergo a tuberculosis risk assessment within four years of employment and every four years thereafter, to determine if they are free from tuberculosis.

References: Education Code Sections 87408, 87408.6, and 88021



ADMINISTRATIVE PROCEDURES

No. 7330.1

MENDOCINO - LAKE COMMUNITY COLLEGE DISTRICT

COMMUNICABLE DISEASE – EMPLOYEES

For successful applicants for academic and classified positions:

- A medical certificate is required showing that the applicant is free from any communicable disease, including, but not limited to, active tuberculosis, unfitting the applicant to instruct or associate with students.
- The medical certificate shall be submitted by a physician as authorized by code.
- A contract of employment may be offered to an applicant subject to the submission of the required medical certificate.
- The medical certificate becomes a part of the personnel record of the employee and is open to the employee or their designee.

Process of Notification to Employees:

Upon the offer of employment, successful applicants shall be made aware of the required medical certification by both verbal directive and as outlined in the employment onboarding forms.

For ongoing recertification, the employee shall receive a notification letter from Human Resources defining the upcoming expiration of certification and requirement to recertify.

Certification Process

The Human Resources office shall coordinate with local medical facilities that provide such medical certification, including but not limited to active tuberculosis, to provide vendors and options to complete this required certification. Should the employee have an associated cost with such certification, the District will reimburse the employee up to the amount allowable under usual and customary circumstances.

Should additional testing be required, such as an x-ray, this examination is a condition of initial employment and the expense shall be borne by the applicant.

Also see AP 7336.1 Certification of Freedom from Tuberculosis

References: Educational Code Sections 87408, 87408.6, and 88021

SUBJECT: COLLEGE AND CAREERS ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENTS – FIRST READINGS

SYNOPSIS:

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

ANALYSIS:

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

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

In adopting the attached CCAP agreements, the governing boards of Anderson Valley Unified School District, Ukiah Unified School District, Willits Unified School District, and Mendocino-Lake Community College District certify compliance with the following regulations required for the adoption of said CCAP agreements.

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 agreements.

Reference Board Policy 5010, Admission, Enrollment and Attendance

Reference 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 Anderson 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 Anderson Valley Unified School District (AVUSD) 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 Anderson 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 Anderson 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 Anderson 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 Anderson 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 AVUSD 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. AVUSD 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 Anderson Valley Unified School District, shall be the Anderson Valley Unified School District, Superintendent, Michael Warych. 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 Anderson 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 95453 EMAIL
dpolak@mendocino.edu
PHONE 707-468-3068

2. Superintendent, Michael Warych
Anderson Valley Unified School District
12300 Anderson Valley Way, Boonville, Ca 95415
EMAIL: mwarych@avpanthers.org
PHONE: 707-895-3774

3. Principal, James Snyder
Anderson Valley Jr./Sr. High School
18200 Mountain View Rd., Boonville, Ca 95415
EMAIL: jsnyder@avpanthers.org
PHONE: 707-895-3496

4. Dean of Center, Amanda Xu
Mendocino Community College
1000 Hensley Creek Rd. Ukiah CA 95482
EMAIL axu@mendocino.edu
PHONE 707-468-3605 or 707-468-3613

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

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

IV. CERTIFICATIONS

MLCCD shall insure that:

- a. any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC § 87010, or any controlled substance offense as defined in EC § 87011
- b. that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus

- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

AVUSD 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 Anderson 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 AVUSD 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 AVUSD, 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 AVUSD, 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

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

- d. Books and Supplies

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

e. Support Services

AVUSD 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 AVUSD CCAP Partnership Agreement

	Mendocino Community College	Anderson 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 Anderson Valley Unified School District campuses during the school day in AVUSD 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 AVUSD Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Mendocino Community College and AVUSD 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 Anderson Valley School campuses through registration conducted on site at Anderson 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 Anderson Valley High School.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. AVUSD 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 Anderson 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 AVUSD to arrange additional instruction if required by AVUSD. 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 AVUSD high school campus immediately.

XII. CANCELLATION AND TERMINATION

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

XIII. INSTRUCTION FOR APPORTIONMENT

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

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

More information on apportionment is available here:

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

XIV. MINIMUM QUALIFICATIONS

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

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at one or more AVUSD 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 AVUSD. 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 AVUSD 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

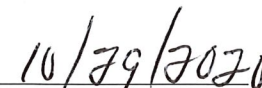
- a. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless AVUSD, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of MLCCD or any of MLCCD's employees. AVUSD 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 AVUSD or any of AVUSD'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, AVUSD 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. AVUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. MLCCD and AVUSD 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:



Michael Warych, Superintendent
Anderson Valley Unified School District


Date



Tim Karas, Superintendent/President
Mendocino-Lake Community College District

11/3/2020

Date

APPENDIX I – CCAP PROGRAMS AND CLASSES

Mendocino College Career Access Pathways

1. Agriculture – Sustainable Agricultural Systems AGR 116 (2 units)
2. Agriculture – Introduction to Horticulture- AGR 140 (3 units)
3. Automotive Technician – AUT 140 (4 units)
4. Child Development – CDV 101 (3 units), CDV 125 (3 units)
5. Computer Science – IT Specialist CSC 116 (4 units), CSC 117 (3 units)
6. Digital Arts and Media – DAM 150 (3 units)
7. Fire Science – HLH 69 (2 units)
8. Health Sciences – HLH 202 (3 units), HLH 104 (3 units)
9. Sustainable Construction & Energy Technology – Construction CST 180A (3 units)
10. Photography – ART 282 (3 units)
11. Native American Studies – SOC 241(3 units), HST 222 (3 units)

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 units)

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. HLH 200 – Health Education (3 units)
10. HST 202 – The United States to 1877 (3 units)
11. HST 203 – The United States Since 1865 (3 units)
12. HST 222 – Native American History (3 units)
13. HST 250 – Contemporary America: The People and the Issues (3 units)
14. MTH 200 – Pre-calculus Mathematics (5 units)
15. MTH 220 – Statistics (4 units)
16. PSY 205 – Introduction to Psychology (3 units)
17. SPN 200 – Elementary Spanish I (4 units)
18. SPN 201 – Elementary Spanish II (4 units)
19. ART 282 – Introduction to Photography (3 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 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.

**College and Careers Access Pathways Partnership (CCAP) Agreement Between
Mendocino-Lake Community College District and Ukiah 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 5, 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 students achieve college and career readiness,

And whereas, allowing a greater and more varied segment of high school students 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 Ukiah Unified School District (UUSD) 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 MLCCD and the UUSD 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 MLCCD and UUSD 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 student's ability to benefit from participation in courses offered under the agreement shall be made by the UUSD high school principal or the principal's designee. The principal or designee will prioritize: 1) students who may not already be college bound or who are underrepresented in higher education, or who are pursuing career technical education or preparation for transfer; 2) improving high school graduation rates; and 3) helping high school students achieve college and career readiness. Students who 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, MLCCD 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. Semester specific information provided in each semester Instructional Services Agreement (ISA). Courses shall be offered on one or more UUSD 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 MC* 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.

d. Information Sharing

MLCCD shall provide UUSD 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. UUSD 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 Ukiah UUSD, shall be the CTE Coordinator, Eric Crawford, Ukiah Unified School District. The point of contact regarding implementation and administration of the CCAP shall be the Dean of Centers, or designee, at MLCCD, Amanda Xu, and the Principal, or designee, at one or more high school sites of UUSD. The following is specific contact information:

1. Vice President of Academic Affairs, Debra Polak
Mendocino-Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95482
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. Director of Alternative Education, Scott Paulin
Ukiah Unified School District
511 South Orchard Blvd. Ukiah, CA 95482
EMAIL: spaulin@uusd.net
PHONE 707-472-5062

3. Dean of Centers, Amanda Xu
Mendocino-Lake College District
1000 Hensley Creek Rd. Ukiah CA 95482
EMAIL axu@mendocino.edu
PHONE 707-468-3605 or 707-468-3613

4. Superintendent of Schools, Debra Kubin
Ukiah Unified School District
511 South Orchard Blvd., Ukiah, CA 95482
EMAIL dkubin@uusd.net
PHONE 707-472-5000

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

UUSD shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

MLCCD shall ensure 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 instructor 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
- UUSD shall ensure that:

- e. 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 student seeking to enroll in a MLCCD course that is required for the student's CCAP partnership program.
- b. MLCCD shall limit enrollment in community college courses offered at one or more UUSD high school campuses during the regular school day solely to eligible high school students.
- c. MLCCD 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 students 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 student, or a student'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 students 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 UUSD 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 student 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 UUSD, shall report annually to the State Chancellor's Office all of the following information:

- a. The total number of high school students 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 UUSD, 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.
- b. Facilities
UUSD shall be responsible for the provision of the facilities for courses offered on one or more UUSD campuses as part of this CCAP.
- c. Books and Supplies
MLCCD and UUSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.
- d. Support Services
UUSD 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 UUSD CCAP Partnership Agreement

	Mendocino-Lake Community College District	Ukiah Unified School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on UUSD campuses during the school day in UUSD facilities.
Instruction and Educational Program	x		CCAP participants will take MLCCD 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 MLCCD and books shall be provided by the UUSD. No CCAP course shall be offered without prior agreement between the MLCCD and UUSD 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	MLCCD and UUSD schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	MLCCD and UUSD schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.
Tutoring	x		MLCCD 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 UUSD campuses through registration conducted on site at UUSD 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

c. The timing of the courses shall be set by mutual agreement between MLCCD and UUSD.

d. Evaluation of Students

MLCCD instructors teaching the course shall be responsible for the supervision and evaluation of the students. UUSD shall be responsible for assigning high school credit for the coursework CCAP students complete where appropriate.

e. 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 UUSD 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. UUSD may require students to attend class on dates in which MLCCD 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 UUSD to arrange additional instruction if required by UUSD. Scheduling classes outside of the MLCCD term is at the sole discretion of MLCCD.

f. Conduct and Discipline

CCAP participants shall comply with the standards of student conduct as described under MLCCD Board Policy 5500 Standards of Student Conduct, Administrative Procedure 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 instructor 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 UUSD 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 MLCCD 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, instructor 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, MLCCD shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by MLCCD 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 UUSD 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 UUSD and has been offered a full schedule, UUSD 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 MLCCD course that meets the requirements to claim Full Time Equivalent Student (FTES), MLCCD may also claim full apportionment for that student in that college course.

More information on apportionment is available here:

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

XIV. MINIMUM QUALIFICATIONS

MLCCD shall ensure that minimum qualifications for instructors teaching agreement/contract courses and instructor qualifications are consistent with requirements in other similar courses given by MLCCD. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

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

MLCCD 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 MLCCD and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106,

Furthermore, the MLCCD 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 Mendocino College catalog, 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 MLCCD 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 MLCCD to ensure that instructors 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 MLCCD. Additional CCAP participant records which are maintained by UUSD, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between MLCCD and UUSD. 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 UUSD 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 UUSD agree that if the course(s) in this CCAP agreement will be located outside the boundaries of the districts, the districts 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 UUSD, 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. UUSD 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 UUSD or any of UUSD'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, UUSD 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. UUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars (\$1,000,000). MLCCD and UUSD 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:

11-12-2020

Debra Kubin, Superintendent of Schools
Ukiah Unified School District

Date

Tim Karas, Superintendent-President
Mendocino Lake Community College District

Date

APPENDIX I – CCAP PROGRAMS AND CLASSES

Mendocino College Career Access Pathways

1. Agriculture – Sustainable Agricultural Systems AGR 116 (2 units)
2. Agriculture – Introduction to Horticulture- AGR 140 (3 units)
3. Automotive Technician – AUT 140 (4 units)
4. Child Development – CDV 101 (3 units), CDV 125 (3 units)
5. Computer Science – IT Specialist CSC 116 (4 units), CSC 117 (3 units)
6. Digital Arts and Media – DAM 150 (3 units)
7. Fire Science – HLH 69 (2 units)
8. Health Sciences – HLH 202 (3 units), HLH 104 (3 units)
9. Sustainable Construction & Energy Technology – Construction CST 180A (3 units)
10. Photography – ART 282 (3 units)
11. Native American Studies – SOC 241(3 units), HST 222 (3 units)

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 units)

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. HLH 200 – Health Education (3 units)
10. HST 202 – The United States to 1877 (3 units)
11. HST 203 – The United States Since 1865 (3 units)
12. HST 222 – Native American History (3 units)
13. HST 250 – Contemporary America: The People and the Issues (3 units)
14. MTH 200 – Pre-calculus Mathematics (5 units)
15. MTH 220 – Statistics (4 units)
16. PSY 205 – Introduction to Psychology (3 units)
17. SPN 200 – Elementary Spanish I (4 units)
18. SPN 201 – Elementary Spanish II (4 units)
19. ART 282 – Introduction to Photography (3 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 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.

**College and Careers Access Pathways Partnership (CCAP) Agreement Between
Mendocino-Lake Community College District and Willits 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 5, 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 students achieve college and career readiness,

And whereas, allowing a greater and more varied segment of high school students 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 Willits Unified School District (WUSD) 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 MLCCD and the WUSD 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 MLCCD and WUSD 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 student's ability to benefit from participation in courses offered under the agreement shall be made by the WUSD high school principal or the principal's designee. The principal or designee will prioritize: 1) students who may not already be college bound or who are underrepresented in higher education, or who are pursuing career technical education or preparation for transfer; 2) improving high school graduation rates; and 3) helping high school students achieve college and career readiness. Students who 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, MLCCD 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 WUSD 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 MC* 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.

d. Information Sharing

MLCCD shall provide WUSD 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. WUSD 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 WUSD, shall be the Superintendent Mark Westerberg, or designee at WUSD. The point of contact regarding implementation and administration of the CCAP shall be the Dean of Centers, or designee, at MLCCD, Amanda Xu, and the Principal, or designee, at one or more high school sites of WUSD. The following is specific contact information:

1. Vice President of Academic Affairs, Debra Polak
Mendocino-Lake Community College District
1000 Hensley Creek Rd. Ukiah CA 95482
EMAIL dpolak@mendocino.edu
PHONE 707-468-3068

2. Superintendent, Mark Westerberg
Willits Unified School District
1277 Blosser Lane
Willits, CA 95490
EMAIL: markwesterberg@willitsunified.com
PHONE 707-459-5314

3. Dean of Center, Amanda Xu
Mendocino-Lake College District
1000 Hensley Creek Rd. Ukiah CA 95482
EMAIL axu@mendocino.edu
PHONE 707-468-3605 or 707-468-3613

f. Employer of Record

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

g. Teacher Quality Mandates

WUSD shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

MLCCD shall ensure 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 instructor 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

WUSD shall ensure 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 student seeking to enroll in a MLCCD course that is required for the student's CCAP partnership program.

b. MLCCD shall limit enrollment in community college courses offered at one or more WUSD high school campuses during the regular school day solely to eligible high school students.

c. MLCCD 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 students 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 student, or a student'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 students 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 WUSD 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 student 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 WUSD, shall report annually to the State Chancellor's Office all the following information:

- a. The total number of high school students 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 WUSD, 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.

- b. Facilities

WUSD shall be responsible for the provision of the facilities for courses offered on one or more WUSD campuses as part of this CCAP.

c. Books and Supplies

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

d. Support Services

WUSD and MLCCD will share responsibility for ensuring 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 WUSD CCAP Partnership Agreement

	Mendocino-Lake Community College District	Willits Unified	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on WUSD campuses during the school day in WUSD facilities.
Instruction and Educational Program	x		CCAP participants will take MLCCD 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 MLCCD and books shall be provided by the WUSD. No CCAP course shall be offered without prior agreement between the MLCCD and WUSD 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	MLCCD and WUSD schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	MLCCD and WUSD schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.
Tutoring	x		MLCCD 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 WUSD campuses through registration conducted on site at WUSD 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 MLCCD and WUSD.

c. Evaluation of Students

MLCCD instructors teaching the course shall be responsible for the supervision and evaluation of the students. WUSD 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 WUSD 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. WUSD may require students to attend class on dates in which MLCCD 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 WUSD to arrange additional instruction if required by WUSD. Scheduling classes outside of the MLCCD 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 MLCCD Board Policy 5500 Standards of Student Conduct, Administrative Procedure 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 instructor 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 WUSD 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 MLCCD 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, instructor 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, MLCCD shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by MLCCD 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 WUSD 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 WUSD and has been offered a full schedule, WUSD 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 MLCCD course that meets the requirements to claim Full Time Equivalent Student (FTES), MLCCD 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/cccode/>
- Interview with Wendi McCaskill on Instructional Minutes: http://www.careerladdersproject.org/wp-content/uploads/2015/12/FC1_Wendi-McCaskill_Interview_DETTOOLS.pdf
- Pages 40-42 of the CIO Manual: <http://curriculum.cccco.edu/Content/publicpagefiles/CIO%20Manual.pdf>

XIV. MINIMUM QUALIFICATIONS

MLCCD shall ensure that minimum qualifications for instructors teaching agreement/contract courses and instructor qualifications are consistent with requirements in other similar courses given by MLCCD. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

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

MLCCD 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 MLCCD and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106,

Furthermore, the MLCCD 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 Mendocino College catalog, 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 MLCCD 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 MLCCD to ensure that instructors 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 MLCCD. Additional CCAP participant records which are maintained by WUSD, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between MLCCD and WUSD. 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 WUSD 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 WUSD agree that if the course(s) in this CCAP agreement will be located outside the boundaries of the districts, the districts 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

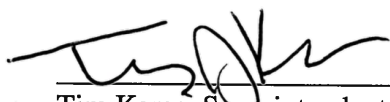
- a. To the fullest extent permitted by law, MLCCD shall indemnify and hold harmless WUSD, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney's fees, caused by or resulting from the negligent or intentional acts or omissions of MLCCD or any of MLCCD's employees. WUSD 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 WUSD or any of WUSD'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, WUSD 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. WUSD agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars (\$1,000,000). MLCCD and WUSD 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:


Mark Westerberg, Superintendent
Willits Unified School District

10-27-20

Date



Tim Karas, Superintendent/President
Mendocino-Lake Community College District

11/3/2020

Date

APPENDIX I – CCAP PROGRAMS AND CLASSES

Mendocino College Career Access Pathways

1. Agriculture – Sustainable Agricultural Systems AGR 116 (2 units)
2. Agriculture – Introduction to Horticulture- AGR 140 (3 units)
3. Automotive Technician – AUT 140 (4 units)
4. Child Development – CDV 101 (3 units), CDV 125 (3 units)
5. Computer Science – IT Specialist CSC 116 (4 units), CSC 117 (3 units)
6. Digital Arts and Media – DAM 150 (3 units)
7. Fire Science – HLH 69 (2 units)
8. Health Sciences – HLH 202 (3 units), HLH 104 (3 units)
9. Sustainable Construction & Energy Technology – Construction CST 180A (3 units)
10. Photography – ART 282 (3 units)
11. Native American Studies – SOC 241(3 units), HST 222 (3 units)

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 units)

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. HLH 200 – Health Education (3 units)
10. HST 202 – The United States to 1877 (3 units)
11. HST 203 – The United States Since 1865 (3 units)
12. HST 222 – Native American History (3 units)
13. HST 250 – Contemporary America: The People and the Issues (3 units)
14. MTH 200 – Pre-calculus Mathematics (5 units)
15. MTH 220 – Statistics (4 units)

16. PSY 205 – Introduction to Psychology (3 units)
17. SPN 200 – Elementary Spanish I (4 units)
18. SPN 201 – Elementary Spanish II (4 units)
19. ART 282 – Introduction to Photography (3 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 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: November 18, 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.

ITEM NO: 9.2
DATE: November 18, 2020

SUBJECT: BOARD OF TRUSTEES SUBCOMMITTEE

SYNOPSIS:

Input and discussion by board members regarding the Board of Trustees subcommittee

ANALYSIS:

The Board of Trustees will discuss among its members the subcommittee of the Board.

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:

- Diversity Training for Board members
- Essential needs for Trustee onboarding
- Outreach to community and the various tribes
- A workshop or presentation on the next phase plans for the three centers
- Additional information on the Coastal Field Station programs
- A virtual planning retreat for the Trustees with representatives from all three constituent groups present
- Budget planning workshop