



SUBSTANTIVE CHANGE PROPOSAL – Change in Responsibility for the Mendocino Coast Education Center

Request for a change in responsibility for the Mendocino Coast Education Center
involving Redwoods Community College District and
Mendocino-Lake Community College District

Submitted by

College of the Redwoods
7351 Tompkins Hill Rd
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Submitted to

The Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges

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Description of Proposed Change

The Redwoods Community College District (RCCD) and the Mendocino-Lake Community College District (MLCCD) propose a change in responsibility for the Mendocino Coast Education Center located at 1211 Del Mar Drive in Fort Bragg, and other locations within the boundaries of RCCD in Mendocino County (“the Service Area”). The Service Area includes ten acres at 1211 Del Mar Drive location, the location of the Fine Woodworking Program at 440 Alger Street in Fort Bragg, ten acres of land at the Todd Subdivision in Fort Bragg, and five acres of land at the Summerslane Spragnum Bog at the Mount Diablo Meridian in Mendocino County (see Appendix A for exhibits of each location).

The Districts mutually propose that MLCCD offer 50% or more of degrees or certificates in the Service Area currently controlled by RCCD. RCCD would cease offering courses in the Service Area, except in Fine Woodworking which is a program that MLCCD does not currently offer. This proposal is the first step in a multi-step process for MLCCD to assume control of the Mendocino Coast Education Center and the Service Area. This multi-step process, developed through coordinated planning of both Districts, is outlined in the planning section of this proposal.

This proposal would result in substantive changes for both Districts. RCCD would eventually undergo a change in control of a Service Area which is home to a Branch Campus, thereby ceasing operations in the Service Area at which students were able to complete at least 50% of an educational program. MLCCD would assume control of an additional Service Area and Branch Campus, thereby expanding their Service Area and establishing an additional Branch Campus location apart from the main campus at which MLCCD offers at least 50% of an educational program.

This proposal will detail the need for substantive change approval, and how this need relates to the District’s mission and institutional planning. This proposal will also detail how the District has made appropriate arrangements for current RCCD students to complete their programs of study, and how continuing and new students in the service area will be well served by MLCCD. It will also detail RCCD’s ability to maintain fiscal stability following the change of control, and a cooperative relationship between RCCD and MLCCD resulting in an agreed upon understanding of all foreseen issues surrounding the transfer.

Relationship to College Mission

RCCD serves students at the Mendocino Coast Education Center according to its Mission that focuses on developmental, career technical, and transfer education. The Mission is also to contribute to the economic vitality of its service area.

MISSION – College of the Redwoods

College of the Redwoods puts student success first by providing outstanding developmental, career technical, and transfer education. The College partners with the community to contribute to the economic vitality and lifelong learning needs of its service area. We continually assess student learning and

institutional performance and practices to improve upon the programs and services we offer.

MLCCD also serves students according to a Mission that focuses on developmental basic skills, transfer and technical education. Similar to RCCD's Mission of contributing to the economic vitality of its service area, MLCCD's Mission is to embrace its role as an economic and cultural anchor for the region.

MISSION – Mendocino College

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

The similarity of the Mission statements is evidence that serving students and supporting the community surrounding the Mendocino Coast Education Center aligns with the Mission of MLCCD. It also conveys that the students in area served by the Mendocino Coast Education Center are an appropriate intended student population for the MLCCD.

Rationale for Proposed Change

The long distance of the Mendocino Coast Education Center to RCCD's main campus has made it difficult for faculty, staff and students to travel from one location to another. RCCD's main campus in Eureka is located 127 miles from the Mendocino Coast Education Center. The drive from the Eureka Campus to the Mendocino Coast Education Center takes approximately three hours traveling over a winding mountainous highway. Collaboration and coordination of efforts across such a large service area has been resource intensive during times where RCCD has worked to make great strides towards fiscal stability. Furthermore, both distance and the relatively small size of the Mendocino Coast Education Center limit the RCCD's ability to engage the community and local and county officials in ongoing meaningful dialogue on how to best serve the students of the region.

MLCCD's main campus is much closer to the Mendocino Coast Education Center than is RCCD. With a main campus in Ukiah that is 55 miles and approximately an hour and 20 minutes away from the Mendocino Coast Education Center, MLCCD's main campus is less than half the distance from the Coast Education Center than is RCCD's main campus. This would allow MLCCD a greater capacity to meet the needs of coastal students. Also, given that MLCCD is located in Mendocino County, relationships with local and county officials are already in place. This means that the needs of students at the Mendocino Coast Education Center may be better coordinated and addressed.

RCCD proposes a change in control to give coastal students better access to higher education and in order to remain fiscally stable. Because of the center's remote location and long distance from the Eureka campus, it is difficult and costly to provide instruction and support services for this coastal

student population. Additionally, it is unrealistic to schedule a Eureka faculty member to teach a course in Fort Bragg. MLCCD, however, has a history of providing services at Centers and remote locations in their District in a cost-effective manner as evidenced by the success of their Lake Center and North County Center as well as their outreach and course offerings in Covelo/Round Valley and Booneville. MLCCD will engage in a feasibility study, which will include input and review from all campus constituents, to demonstrate how services on the Mendocino Coast mesh with existing District planning.

Description of the Change in Territory

The Districts have demonstrated the ability to work together to serve students at the Mendocino Coast Education Center. MLCCD first offered non-credit English as a Second Language classes in the Service Area in fall 2010. RCCD again approached MLCCD to offer courses at the Mendocino Coast Education Center in 2013 because of fiscal and accreditation challenges. In June 2014, RCCD and MLCCD entered into a mutual agreement regarding classes and services provided by MLCCD at RCCD's Mendocino Coast Education Center at the Del Mar Drive in fall 2014 (Appendix B). The agreement outlined the instructional programs and services offered by MLCCD, rights afforded MLCCD, and transfer of FTES-generated revenue for the 2014-2015 academic year. This agreement was extended in October 2014 for the full 2014-2015 academic year (Appendix C).

MLCCD offered courses at the Mendocino Coast Education Center starting in fall 2014. The agreement has worked well for both parties. Pending approval of this proposal, both parties have agreed to develop a Memorandum of Understanding between the districts so that MLCCD can continue to offer courses at the Mendocino Coast Education Center through June 2017. After June 2017 it is the intent of both parties that the Service Area be permanently transferred to MLCCD (Appendix D). The draft MOU will comprehensively address the issues surrounding the transfer, such as transferring a grandparented center, and existing personnel. The MOU will provide the expected time-line for moving through the process of Community College reorganization or districts by transfer of territory (Education Code Section 74100). It will also provide the process for determining Bond indebtedness, and transfer of ownership of facilities.

Addressing Student Needs

Allowing for Completion of Program of Study

RCCD faced significant fiscal and accreditation challenges through 2013-2014. Enrollment declined while the institution was placed on Show Cause by the ACCJC in February 2012. In addition, RCCD was required to submit a Special Report to the ACCJC on the Three Year Budget Plan to Resolve OPEB Financing and Cash Flow Plan for the Next Three Years in April 2014. These challenges necessitated that RCCD temporarily restrict course offerings at the Mendocino Coast Education Center. To serve current students in that area, RCCD gained Board approval to negotiate a Memorandum of Agreement with Mendocino College for Mendocino College to offer classes in the Mendocino County portion of RCCD for the academic year of 2014-2015, and to begin discussions about the potential transfer of this territory to MLCCD (Appendix E). As noted above, a Memorandum of Agreement was established in June 2014, at which point RCCD and MLCCD worked together to serve students (Appendix B).

RCCD temporarily suspended all programs at the Mendocino Coast Education Center in fall 2014, except the Fine Woodworking which awards two certificates of achievement. The following degrees and certificates were temporarily suspended:

Associate of Arts –

Liberal Arts: Behavioral and Social Sciences,
 Liberal Arts: Business,
 Liberal Arts: Fine Arts,
 Liberal Arts: Humanities, Language and Communications

Certificate of Achievement –

Early Childhood Education

RCCD identified students enrolled at the Mendocino Coast Education Center during fall 2013 and spring 2014 who had completed 50% of a degree or certificate. The total units completed by current students were determined. Those with a sufficient number of units to have completed 50% of a degree or certificate were identified, and Counseling and Advising staff performed a program evaluation on each student to determine the courses remaining for their specific program of study. All outstanding courses were identified, and the courses needed by the most students were highlighted so that MLCCD could prioritize course offerings. MLCCD and RCCD then developed a crosswalk of the courses needed to complete a RCCD degree/certificate with the courses of similar content at MLCCD (Appendix F).

All Mendocino Coast students, except those in the Fine Woodworking program, were notified that the College of the Redwoods and Mendocino College ratified an agreement giving Mendocino College authority to provide all instructional and other services in the Mendocino Coast area for the fall 2014 semester. The agreement also included the authority for MLCCD to offer courses necessary to complete RCCD's "teach-out" to students identified as substantially completing RCCD's programs. RCCD worked with staff from MLCCD to provide the courses needed so that students at or beyond 50% completion of a degree or certificate could complete necessary courses evaluated as similar at MLCCD, or apply completed coursework to a similar career path at Mendocino College.

Approval of this proposal would continue to provide programs within the Service Area comparable to those offered by RCCD. MLCCD anticipates offering 50% or more of various AD-T degrees which are similar to the Liberal Arts degrees offered by RCCD. These include, but are not limited to Studio Arts, Communications, Business, Sociology, and English. In addition, MLCCD anticipates offering an AA and certificate in Child Development, and a certificate in Culinary Arts Management. This would result in MLCCD offering a range of degree and certificate programs that are comparable, if not more extensive than what RCCD offers in the Service Area.

Fine Woodworking Program

RCCD continues to offer the Fine Woodworking program in Fort Bragg. Fine Woodworking students have not been affected by the agreement to date, but a transfer of territory would necessitate arrangements for these students to complete their program. MLCCD plans to develop a Fine Woodworking program that will match the one offered by RCCD. MLCCD has planned out the

curriculum development necessary to continue to offer this program on the Coast. The program and courses will be added through the Mendocino College curriculum committee, and the program will be submitted through the CTE process at the regional and state levels. Both districts will work closely together through all steps of this development. This collaborative process will allow current students in the Fine Woodworking program to transfer to MLCCD and complete their program with minimal disruption.

Transfer of Academic Records and Financial Aid Information

Students attending MLCCD with academic records from the RCCD Mendocino Coast Education Center will be identified. Both Districts have agreed to work with these students to identify those who desire a transfer of records. Following the transfer of territory, the student records of those desiring transfer, which are electronically available for students enrolled since fall 1985, will be provided to MLCCD from RCCD. Eligible students will be notified that their records have been permanently transferred. In addition, RCCD will work with MLCCD to obtain and provide financial aid records necessary to ensure that students are not negatively impacted.

Assessment of Fiscal Impact

RCCD has operated the Mendocino Coast Education Center at a net loss over multiple years. Enrollment declines, likely impacted by accreditation sanctions, resulted in less revenue generated from the campus than was needed for operations. This necessitated the temporary suspension of most operations at the Mendocino Coast Education Center during a time when RCCD was taking all possible avenues to lower expenses, including substantial reductions in force and reductions in salary across the District.

The loss of revenue from FTES due to suspended operations, however, has not hurt the college fiscally when considering the loss of overhead spent to run the campus. RCCD had operated the campus with more full-time faculty and staff than has been modeled by MLCCD's operations at branch campuses, causing RCCD to expend more overhead.

The College's fund balance is projected to continue to improve each year through 2016-17 without the benefit of the Mendocino Coast Education Center enrollments. FTES lost from suspended operations at the Mendocino Coast Education Center accounted for less than 5 percent of RCCD's enrollments while the lost revenue is mostly offset by RCCD's lower personnel and operating costs. RCCD will also lose approximately 60 FTES currently generated from the Fine Woodworking program if transferred to MLCCD, but it is not expected to have a noticeable impact on the budget as it accounts for only 1.5 percent of RCCD's enrollments. Even with centrally charged overhead costs removed, RCCD's revenue and costs for this campus including Fine Woodworking typically netted losses to small positive results. Therefore, the overall fiscal impact of removing this campus from RCCD's books will be minimal.

MLCCD is expected to be able to operate the campus more efficiently than RCCD because of its closer proximity. Part-time faculty teaching at the Mendocino Coast Education Center, for example, will have the possibility of teaching at more than one location. This was an option never available to

RCCD faculty which limited the available faculty to teach sections. In addition, MLCCD is expected to generate more enrollments than RCCD because students will have the ability to attend more than one location within the District. With these and many other advantages, it is expected that MLCCD will operate at a net revenue gain.

Status of Center Funding of the Grandparented Mendocino Coast Center

RCCD receives center funding for FTES between 250 and 500 from the SB 361 funding formula for the California Community Colleges. RCCD and MLCCD will report FTES served by each institution in the Service Area in 2014-2015. This will mean that neither college will be able to report sufficient FTES to meet center funding level of 250, however, RCCD maintains center funding under the stabilization mechanism through 2016-2017. MLCCD has a plan to obtain over 250 FTES in 2017-2018 so that the Grandparented status of the Mendocino Coast Center can retain center funding.

Planning Process

Planning for Eventual Change in Control

Extensive planning and collaboration has gone into the time-line and logistics of carrying out a transfer of control of the Mendocino Coast Education Center and service area. MLCCD and RCCD have agreed to the following time-line for eventual transfer of control.

Spring 2015

- Submit Substantive Change Proposal for change in responsibility in which MLCCD offers 50% or more of a degree or certificate in the Service Area
- Draft and sign two-year Memorandum of Understanding (Appendix D)

Fall 2015 – Spring 2017

- Ensure feasibility of transfer of territory
- Engage in redistricting process

Spring 2017

- Complete Substantive Change Proposal for change in control from RCCD to MLCCD

As the redistricting process unfolds, MLCCD and RCCD will adhere to all applicable mandates, laws and policies pertaining to California Community Colleges, including the California Education Code and Title 5. Other issues to be determined by both districts during the reorganization process include the determination of obligations regarding bonds issued to RCCD, Board of Trustees representation, and utilities and facilities transfer.

Relationship to Strategic Planning

RCCD is currently operating under a 2012-2017 Education Master Plan. Extensive work will be done in the 2016-2017 year to develop a new planning document for 2017-2022. With the possibility of a smaller service area, this strategic planning work will need to be done taking into consideration the

possibility of a smaller service area. A reduction in size should lead to more focused planning in Humboldt and Del Norte Counties.

Evidence of Meeting June 2014 Eligibility Requirements

1. Authority

College of the Redwoods' authority to operate as a degree granting institution is the accreditation by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, an institutional accreditation body recognized by the Commission on Recognition of Postsecondary Accreditation and the United States Department of Education. This authority is noted in the College Catalog and on the college website.

2. Operational Status

The College is in full and continuous operation. Students are actively pursuing the degree programs offered by the institution. Courses have been offered using the online modality on a continuous basis since 2006. Students are enrolled in a variety of courses that lead to two-year degrees, certificates of proficiency, specializations, skills certificates, transfer degrees, and community education courses.

3. Degrees

The majority of College of the Redwoods' offerings are in programs that lead to degrees as described in the College of the Redwoods' Catalog. All degree opportunities, certificate programs, transfer courses, and community education programs are clearly identified in the college catalog and reiterated in the schedule of classes each term.

4. Chief Executive Officer

Kathryn G. Smith is the President/Superintendent of the Redwoods Community College District, and the College's chief executive officer. Her primary responsibility is to the institution. She is very committed to the long term commitment to increasing student access and success.

5. Financial Accountability

The College is audited on an annual basis by an independent audit firm. The firm is selected by evaluating the scope of their experience, the size of the firm and their ability to provide backup personnel and a wide range of expertise. References are carefully evaluated. The audit firms employ *Audits of Colleges and Universities*, published by the American Institute of Certified Public Accountants. The Board of Trustees reviews the audit findings, exceptions, letter to management, and any recommendations made by the contracted audit firm.

6. Mission

The mission statement of College of the Redwoods was evaluated and revised by a task force consisting of faculty, administrators, and representatives from external stakeholders during the 2012 accreditation process and approved by the Board of Trustees. The mission statement may be found on the College of the Redwoods website, in the college catalog, in the Strategic Plan, and is one of the elements in the Education Master Plan. The mission statement is reviewed every five years as part of the integrated planning process.

7. Governing Board

College of the Redwoods is governed by the Board of Trustees, which consists of eight area representatives. The area representatives are divided into geographical districts which encompass 10,000 square miles, including all of Del Norte and Humboldt counties, and the residents of coastal Mendocino. In addition the Board has one non-voting student trustee member who is seated with the Board and recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session).

Trustees are elected to the Governing Board by qualifying voters in their area. They are elected for four-year terms commencing on the first Friday in December following the election (BP 2100). The terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election. The student trustee serves a term of one year (BP 2105) and is elected by a plurality vote of those voting in a regular election of the student body (AP 2105).

The Governing Board holds monthly meetings open to the public with notices and agendas widely posted in advance. The agenda contains an oral comments section for community comment. The College Administration, Academic Senate, Faculty and Classified Unions, and Management Council provide reports to the Board on a regular basis.

8. Administrative Capacity

College of the Redwoods is staffed by a sufficient number of administrators to provide the services necessary to support the College's mission and purposes. Administrators are selected competitively and all possess the appropriate preparation, qualifications, and experience to fulfill their roles. The College has two vice presidents, four deans, and a number of other administrators and managers.

9. Educational Programs

College of the Redwoods' educational programs are consistent with its mission, are based on recognized fields of study, are of sufficient content and length and maintain appropriate levels of quality and rigor for the degrees and programs offered. Basic skills programs in reading, writing and math help students develop the proficiencies necessary to advance to college-level curricula or to qualify for entry-level employment. Those with limited English proficiency may enroll in ESL courses. All programs are developed based on needs assessments and recommendations from discipline experts and input from industry advisory committees and transfer institutions. Students are required to show evidence of identified achievement outcomes to complete degrees and certificates. The College's degree programs are a minimum of 60 units and are two years in length.

College of the Redwoods has 28 academic programs, run through 43 departments that lead to degrees and certificates. These departments offer seven AA degrees, 32 AS degrees, and ADT degrees. In addition, 56 certificate programs are offered including both certificates of achievement and certificates of completion. Data for the number of degrees and certificates awarded over the past five years is available at the College of the Redwoods Institutional Research web site:

<http://redwoods.edu/District/IR/Reports.asp> .

10. Academic Credit

Academic credit is based on Title 5 – 55002.5 of the California Administrative Code. As defined in 34 Code of Federal Regulations (CFR) 6001.2, the College has adopted a policy appropriately defining a ‘credit hour’ in accordance with 34 CFR 6001.2.

11. Student Learning and Student Achievement

College of the Redwoods defines and publishes course learning outcomes in the course outline of record, in the course syllabus, in the college catalog, in occupational brochures, and in instructional planning documents that are reviewed and updated annually. The college catalog, available both online and in printed form through the bookstore, defines expected student learning and achievement outcomes. The catalog includes course and program prerequisites, course numbers, names, and units, as well as descriptive course and program information. Student achievement data is tracked and published on the District’s Institutional Research website. Program Review includes an assessment of students’ achievement of outcomes.

12. General Education

General education courses have the required breadth to promote intellectual inquiry. These courses include demonstrated competence in writing and computational skills and serve as an introduction to major areas of knowledge (Title 5 – 55806). The quality and rigor of these courses is consistent with the academic standards appropriate to higher education. The general education component of programs is consistent with statewide standards. All courses offered by College of the Redwoods have been approved by the California Community College’s Chancellor’s Office (CCCCO). College of the Redwoods has defined consistent learning outcomes for students who complete general education courses that are consistent with levels of quality and rigor appropriate to higher education.

13. Academic Freedom

The College’s Board of Trustees has adopted Board Policy (BP) 4030 Academic Freedom that is included in the faculty handbook and states in conclusion:

“It is the responsibility of the Redwoods Community College District to provide an institutional environment that encourages academic freedom and instills respect and commitment to the obligations required to maintain these freedoms.”

A philosophy statement of the District’s commitment to academic freedom is also included in the college catalog with includes language declaring:

“We will continuously seek and support a dedicated, highly qualified staff that is diverse in terms of cultural background, ethnicity, and intellectual perspective and that is committed to fostering a climate of academic freedom and collegiality. We will encourage and reward professional development for all staff and will all share in the responsibility for student outcomes.”

14. Faculty

College of the Redwoods has 76 full-time faculty and approximately 250 adjunct instructors. The names, degrees, and years of employment of full-time faculty are listed in the college catalog. The faculty serves approximately 9,000 students by providing them with quality programs in transfer and occupational education and in the mastery of basic skills and English as a second language. Faculty

responsibilities are stated in the College of the Redwoods Faculty Handbook and in the contract between the Redwoods Community College District and the College of the Redwoods Faculty Organization (CRFO).

15. Student Support Services

College of the Redwoods provides appropriate services to students and develops programs that meet the educational support needs of its diverse student population. The College provides services in the following areas: Academic Support Center, Admissions and Records, child care services, counseling and advising, course articulation, Financial Aid, Transcripts, Graduation Evaluation, Student Health Center and Services, Learning Resource Center, Scholarship Office, orientation, and Campus Security. Special Programs include: CalWorks, California Student Opportunities and Access Programs (Cal SOAP), Cooperative Agencies Resources for Education (CARE), Disabled Students Programs and Services (DSPS), Extended Opportunities Programs and Services (EOPS), Honors Program, International Students Information, the Transfer Center, and the Veterans Program.

16. Admissions

The College's admissions policies are consistent with its mission and conform to parameters outlined in State law and college regulations. They are published in the college catalog, the schedule of classes, and on the College of the Redwoods website. To enroll at College of the Redwoods, a student must satisfy the published requirements.

17. Information and Learning Support Services

College of the Redwoods provides specific long-term access to information and learning resources and services to support its educational mission. These resources and services are provided for and delivered by many different divisions, departments, and centers, but in general they primarily are the responsibility of the Library and Learning Resource Center as identified earlier in this proposal.

The financial resources of College of the Redwoods are sufficient to support student learning programs and services and to improve institutional effectiveness. Fiscal planning takes place at the College and is evaluated and modified as appropriate. Financial resources support the mission and provide financial stability. Financial resources dedicated to online learning have been allocated to meet the needs of students who elect to learn through distance education throughout the 10,000 square mile rural district.

18. Financial Resources

The District Board of Trustees and administration is dedicated in working with all stakeholders in planning for and maintaining a funding base that provides financial resources to support student-learning programs and services. This collaborative and collegial process is focused on the improvement of institutional effectiveness and the assurance of financial stability. Most of the financial resources of the College come from the State of California. Additional funding is obtained from Federal, State, and private grant sources. All funds coming to the College are carefully tracked and documented. The College maintains adequate reserve levels for contingencies. The College maintains conservative financial management policies and practices that ensure continued fiscal stability for the foreseeable future.

19. Institutional Planning and Evaluation

The 2012-2017 Strategic Plan and the Education Master Plan demonstrate the wide-ranging basic planning for the development of the College. The results of goals, strategies and outcomes of the Education Master Plan are reviewed on an annual basis. The Education Master Plan is considered a living document that provides a foundation for decision-making, new program development, and may change to accommodate new information, stakeholder needs, and technology access.

College of the Redwoods' integrated process of planning, program review, assessment, budget development and resource allocation consists of:

- Regular review of the philosophy, mission statement, and institutional priorities.
- Creation and evaluation of the institution's annual plan
- Regular review of the criteria for faculty and classified staff hiring.
- Prioritizing requests for instructional equipment over \$500.
- Prioritizing requests for facilities improvement, infrastructure, and maintenance.
- Annual review of student learning outcomes as part of department program review and planning processes.
- Participating in the development of a district strategic plan and incorporating it into College of the Redwoods' planning process.
- Recommending spending and hiring priorities for all departments in instruction, all departments in student services, and all departments in administrative services.
- Completing the budget development process.
- Self-evaluating the planning, program review, assessment, and resource allocation process.

A variety of data sources are used to inform this process. The College of the Redwoods' Institutional Research Office provides useful information related to program review and planning, including survey results; comprehensive reports of student demographics and academic progress; data relating to access such as course availability and prerequisite eligibility; and data relating to success such as student retention, persistence, graduation, and transfer rates. The College also generates its own data through the program review and student learning outcome assessment cycles, in which programs, including student services and administrative services programs, are regularly assessed.

Budget data is provided by the College's Administrative Services Division, and includes an annual review of the College's current and expected budget, grants and contracts, and prospective funding sources. College of the Redwoods' institutional effectiveness is regularly evaluated through a series of satisfaction surveys which solicit student, faculty, and staff feedback and through the collection and analysis of data on student demographics, success, persistence, degrees, certificates, and transfer. The data is incorporated into the College's planning processes, including program review. The institutional effectiveness data and longitudinal student outcomes data is published on the district research website and is accessible to the public.

20. Integrity in Communication with the Public

The mission statement of the College is clearly articulated in the College of the Redwoods catalog, on the website, and in both the Strategic Plan and Education Master Plan. The college catalog, the district schedule of classes, and the distance education web site within the College web site provides the public with current information on degrees and curricular offerings, student fees, financial aid, refund policies, admissions policies, transfer requirements, hours of operation and appropriate contact information such as phone numbers and specific web pages where needed. The College also provides information and reminders about various activities, such as school performances, or important deadlines such as late registration and financial aid, by mail and email. The College works with the local media to ensure publication of important dates and activities of interest in various community and media calendars. The names and academic preparation of the faculty and administration are listed in the back of the college catalog. The names of the Board of Trustees members are also listed in the catalog. An effort to provide faculty and staff webpages with public information as to responsibilities and preparation is underway.

21. Integrity in Relations with the Accrediting Commission

The Board of Trustees and the President/Superintendent provide assurance that the College adheres to the Eligibility Requirements, Accreditation Standards and policies of the Commission. The College responds to Commission requests, directives, decisions and policies with complete, accurate and honest information.

Evidence of meeting June 2014 Accreditation Standards

A change in responsibility of the Mendocino Coast Education Center and the Service Area will not impact College of the Redwood's ability to meet all accreditation standards.

Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity

The Mission Statement, which guides College of the Redwoods, puts student success first, partners with the community, and conducts continuous assessment. The Mission would continue to guide the District if the Service area is transferred. College of the Redwoods could better put students first and effectively run a quality institution with a smaller service area allowing for more focused resources. Students at the Mendocino Coast Education Center and surrounding service area will be equally served by MLCCD, whose mission equally applied to students in this region.

Standard II: Student Learning Programs and Support Services

College of the Redwoods offers high quality instructional programs, student services, and access to learning resources that meet the needs of our student population regardless of delivery modality of course location. The College will continue to offer high-quality instructional courses and programs if operating in a smaller service area.

In accordance with California Code of Regulations (Title 5), all courses and programs, regardless of delivery method, are approved by the College of the Redwoods Curriculum Committee prior to

submission to the Board of Trustees and the California Community Colleges Chancellor's Office. These bodies ensure that all courses and programs are appropriate to the mission of College of the Redwoods; serve a demonstrable student need; meet quality standards, are feasible to offer with the College's resources; and are compliant with all applicable laws and regulations. This would not be impacted by a change in responsibility of the Mendocino Coast Education Center.

Standard III: Resources

Full-time personnel of College of the Redwoods dedicated to providing services in the Service Area will continue to be hired, evaluated, and receive professional development and institutional support as their counterparts in the rest of the district.

The College will maintain sufficient security to protect the transcript records and financial aid records of eligible desiring transfer of records from MLCCD from RCCD following a change in territory. All personally identifiable information will be kept confidential through state-of-the-art hardware and software systems.

Standard IV: Leadership and Governance

All of College of the Redwoods' education courses and services have been initiated, planned, developed, and implemented through cross-constituent support using a variety of committees and planning processes described above and through the Integrated Planning model. This process includes the ratification of a Memorandum of Agreements by the Board of Trustees for MLCCD to offer courses in the Service Area.

Transfer of responsibility of the Mendocino Coast Education Center and surrounding service area will not affect the administrative structure of the College, the reporting expectations of the President/ Superintendent, or the role of the Board of Trustees. The Board of Trustees has ultimate responsibility for educational quality, legal matters, and financial integrity, and acts on behalf of the District.

Appendices

Appendix A – Descriptions of Locations within the Service Area

Original 10 Acre parcel
purchased 1984

EXHIBIT A

That real property situated in the County of Mendocino, State of California, described as follows:

COMMENCING at a point designated as MIR-2 at the intersection of the meander line of the high water line of the Noyo River with the West line of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, said point being North 3841.44 feet corner common to Sections 18 and 19, Township 18 North, Range 17 West, Sections 13 and 24, Township 18 North, Range 18 West, thence from said MIR-2 point South 143.00 feet; thence West 393.41 feet to the Northeast corner of the Todd Subdivision; thence following the boundary of said Todd Subdivision, South 1040.69 feet; thence East 317.75 feet; thence South 7° 48' 30" West 50.46 feet; thence West 310.89 feet; thence South 200.00 feet; thence West 1150.00 feet; thence South 1000.00 feet; thence East 200.00 feet; thence South 250.00 feet; thence East 82.39 feet; thence South 234.18 feet; thence East 754.56 feet; thence South 96.97 feet; thence South 27° 26' West, 209.60 feet; thence along the center line of Hare Creek Northeasterly 480 feet, more or less, to the West line of the California State Highway; thence along the West line of said California State Highway North 2° 40' 30" East 800.00 feet; thence from a tangent that bears North 2° 40' 30" East along the arc of a curve to the right, radius 10,050 feet, through the angle of 5° 08' a distance of 900.42 feet; thence North 7° 43' 30" East 1227.40 feet to a point that bears South 76° 00' East from the point of beginning; thence North 76° 00' West 35.00 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING from the above described property that parcel of land conveyed to:

- 1.) Catherine M. Hustace in the deed recorded July 26, 1957 in Book 465, page 206, Mendocino County Records.
- 2.) James G. Symes and Patricia Neil Symes in the deed recorded April 2, 1958 in Book 481, page 496, Mendocino County Records.
- 3.) Donald S. Babcock and Elmyra L. Babcock in the deed recorded October 4, 1956 in Book 443, page 198, Mendocino County Records.
- 4.) Angelo J. Penitenti in the Order Confirming Sale of Real Property, recorded March 8, 1956 in Book 423, page 293, Mendocino County Records.

Additional 10 acres purchased 1988

375243-MC
D 277

E X H I B I T "A"

The land referred to herein is described as follows:

All that certain real property situate, lying and being in the City of Fort Bragg, County of Mendocino, State of California, more particularly described as follows:

All that certain real property situate in the City of Fort Bragg, County of Mendocino, State of California, being a portion of Section 13, Township 18 North, Range 18 West, Mount Diablo Base and Meridian described as follows:

Beginning at the Southeast corner of Lot 8, Block 8 of the Todd Subdivision recorded in Map Case 1, Drawer 9, Page 79, Mendocino County Records; thence South along the East line of said Block 8, 1000.00 feet to the Northwest corner of Lot 1, of said Block 8; thence East along the North line of said Lot 1, 200.00 feet to the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 200.00 feet to the Southeast corner of said Lot 1 and a point on the North line of Bay View Avenue; thence East along the North line of Bay View Avenue and the Easterly projection thereof, 580.00 feet; thence North 800.00 feet; thence North 14° 42' 30" West, 413.55 feet to a point on the South line of Block 9 of said subdivision which bears East 25.00 feet from the Southeast corner of Lot 1 of Block 9; thence West along the South line of Block 9, 675.00 feet to the point of beginning.

Fine Woodworking Site - Alger Street

Order No.
Escrow No. 166133
Loan No.

WHEN RECORDED MAIL TO:

Redwoods Community College District
7351 TOMPKINS HILL ROAD
Eureka, CA 95501

21119
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE COMPAN
BOOK 1789 PAGE 125
Nov 13 11 09 AM '89
OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG
RECORDER 5.00
1-8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

	\$20.00
<input type="checkbox"/>	PAID
<input checked="" type="checkbox"/>	FCO
<input type="checkbox"/>	FILED
<input type="checkbox"/>	Exempt

DOCUMENTARY TRANSFER TAX \$ 44 -
 Computed on the consideration or value of property conveyed; OR
 Computed on the consideration or value less liens or encumbrances remaining at time of sale.

The Undersigned Grantor Declares
 Signature of Declarant or Agent Securing tax - Firm Name

8-130-05

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Beverly Sterling, a married woman as her sole and separate property; and Lorena Shea, an unmarried woman;

hereby GRANT(S) to
 Redwoods Community College District,

the real property in the City of Port Bragg, State of California, described as
 County of Mendocino

Starting from the corner to Sections 1 and 12, in Township 18 North, Range 18 West, and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, and running thence East 3390 feet; thence North 376.5 feet to and for the point of beginning; thence around the exterior boundaries of said lot and parcel of land North 78.5 feet, thence East 256 feet, more or less, to the East line of a parcel of land described in a deed from the Union Lumber Company to Richard A. Keller, dated July 18, 1895 and recorded in Liber 64 of Deeds, Page 572, Mendocino County Records; thence South 13 degrees East 80 feet, more or less, to a point opposite the point of beginning; thence West 263 feet, more or less to the point of beginning.

Dated October 24, 1989

STATE OF CALIFORNIA
 COUNTY OF Mendocino

On October 26, 1989
 before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly Sterling
 and Lorena Shea

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Daniel S. Belli

Beverly Sterling
 Beverly Sterling
Lorena Shea
 Lorena Shea



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

21119

1002 (6/82)

Summerslane Sphagnum Bog
Acquired 1986

EXHIBIT "A"
DESCRIPTION

The land herein referred to is situated in the State of California, County of Mendocino, and is described as follows:

TRACT ONE:

That portion of Parcel 4, as numbered and designated upon the Parcel Map of M.S. 35-83 filed for record April 26, 1984, in Map Case 2, Drawer 41, Page 68, Mendocino County Records, designated as Spragnum Bog Parcel.

A.P.N. 19-333-x09

TRACT TWO:

Parcel One:

That certain "40' access easement into Bog Area" as shown and provided on the hereinabove referred to Parcel Map.

Parcel Two:

That certain easement situated in Section 17, Township 18 North, Range 17 West, Mount Diablo Meridian, County of Mendocino, State of California, more particularly described as follows:

The bearings used in this description are in terms of the California State Grid, Zone 2.

An easement and right of way for roadway and public utility purposes over the following described area:

BEGINNING at the Northeast corner of Parcel 2 as said parcel is shown and delineated upon that certain parcel map filed for record November 17, 1971, in Map Case 2, Drawer 17, Page 19, Mendocino County Records; thence from said point of beginning North 88° 34' 55" West along the Northerly boundary line of said Parcel 2, a distance of 498.70 feet; thence along a tangent curve to the left having a radius of 25.00 feet through a central angle of 90° 00' 00" for an arc length of 39.27 feet to the most Westerly Northwest corner of the above mentioned Parcel 2; thence North 1° 25' 05" East, 110.00 feet; thence along a curve to the left from a tangent that bears South 1° 25' 05" West, having a radius of 25.00 feet through a central angle of 90° 00' 00" for an arc length of 39.27 feet; thence South 88° 34' 55" East, 498.70 feet thence South 1° 25' 05" West, 60.00 feet to the point of beginning.

Continued - - -

Parcel Three:

A non-exclusive easement 60 feet in width, for roadway and public utility purposes, the centerline of which is described as follows:
Beginning at a point which is South 1° 25' 05" West, 30.00 feet from the Northeast corner of the easement described in the deed from Frank A. Johnson, et ux, recorded January 21, 1972 in Book 874 Official Records, Page 80; thence South 88° 34' 55" East 296.30 feet more or less to a set 3/4" Rebar tagged L.S. 3184, as shown on the Parcel Map filed in Map Case 2, Drawer 41, Page 68, Mendocino County Records; thence continuing South 88° 34' 55" East 331.18 feet; thence on a curve to the right, angle of 66° 51' 38", Radius of 565.00, a distance of 659.12 feet, more or less to the southerly terminus of the westerly prolongation of the southerly line of the 40' access easement into Bog Area as shown on the Parcel Map filed in Map Case 2, Drawer 41, Page 68, Mendocino County Records.

End - - -

Appendix B – Memorandum of Agreement, June 2014

**AGREEMENT BETWEEN
THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

This Agreement is made and entered into by and between the Redwoods Community College District (RCCD), and the Mendocino-Lake Community College District (MLCCD) (the Parties).

The intent of this Agreement is for the Parties to mutually agree to programs and services that may be offered to students at the RCCD's Mendocino Coast Education Center in Fort Bragg and at other locations within the boundaries of RCCD in Mendocino County (the Service Area).

The RCCD and MLCCD Governing Boards, by ratification of this temporary agreement, authorize the Parties to enter into an agreement to provide programs and services to the Mendocino Coast students for the Fall 2014 semester.

This agreement will become effective upon signature of both parties and will terminate on December 31, 2014.

All classes and services provided by the MLCCD in the Service Area will adhere to all applicable mandates, laws and policies pertaining to California community colleges, including the California Education Code and Title 5.

During the term of this Agreement, RCCD and MLCCD agree to the following:

1. MLCCD shall provide all instructional programs and student services that support student access, equity and success at the Mendocino Coast Education Center and at other potential locations within the Service Area, including courses necessary to complete RCCD's "teach-out" to students who have substantially completed RCCD's programs. Programs and services may include but are not limited to: for-credit instruction, non-credit instruction, not-for-credit instruction, dual enrollment programs, distance education, adult education, GED and other testing services, and college research and public service activities.
2. MLCCD will have exclusive access and rights to advertising, recruiting, fundraising, and other related activities within the Service Area during the term of this agreement.
3. MLCCD shall have full use of facilities as needed to provide programs and services, and RCCD shall not charge MLCCD facility rental fees during the term of this Agreement. RCCD shall provide basic facility support services, including utilities, internet and telephone services, and will provide a half-time custodial/maintenance worker.

4. All revenue received by RCCD under the provisions for a “grandparented center” in the Service Area will be transferred to MLCCD after payment of actual costs of operating the educational center for the entire term of this agreement.
5. The revenue from actual funded FTES and all student fees generated by the Fine Woodworking program will continue to be allocated to RCCD. RCCD will transfer all such revenue to MLCCD after payment of actual expenses incurred by RCCD to operate the Fine Woodworking program.
6. Both Parties will work collegially to ensure that this Agreement does not negatively impact either party’s accreditation status or apportionment funding.
7. This Agreement may be extended by MLCCD for an additional semester in the event that the long term Memorandum of Understanding or the Substantive Change Proposals are not approved prior to December 31, 2014.

Furthermore, it is mutually agreed by both Parties that:

To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this agreement.

Neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

RCCD and MLCCD agree to resolve conflict issues relative to the terms of the agreement collegially and collaboratively.

SIGNATURES

June 26, 2014
Date
Kathryn G. Smith
Kathryn G. Smith
President/Superintendent
Redwoods Community College District

June 26, 2014
Date
Arturo Reyes
Arturo Reyes
Superintendent/President
Mendocino-Lake Community College District

Appendix C – Memorandum of Agreement, October 2014

**AGREEMENT BETWEEN
THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

This Agreement is made and entered into by and between the Redwoods Community College District (RCCD), and the Mendocino-Lake Community College District (MLCCD) (the Parties).

The intent of this Agreement is for the Parties to mutually agree to programs and services that may be offered to students at the RCCD's Mendocino Coast Education Center in Fort Bragg and at other locations within the boundaries of RCCD in Mendocino County (the Service Area).

The RCCD and MLCCD Governing Boards, by ratification of this temporary agreement, authorize the Parties to enter into an agreement to provide programs and services to the Mendocino Coast students for the 2014-15 Academic Year (Fall 2014, Spring 2015 and Summer 2015).

This agreement will become effective upon signature of both parties and will terminate on August 28, 2015.

All classes and services provided by the MLCCD in the Service Area will adhere to all applicable mandates, laws and policies pertaining to California community colleges, including the California Education Code and Title 5.

During the term of this Agreement, RCCD and MLCCD agree to the following:

1. MLCCD shall provide all instructional programs and student services that support student access, equity and success at the Mendocino Coast Education Center and at other potential locations within the Service Area, including courses necessary to complete RCCD's "teach-out" to students who have substantially completed RCCD's programs. Programs and services may include but are not limited to: for-credit instruction, non-credit instruction, not-for-credit instruction, dual enrollment programs, distance education, adult education, GED and other testing services, and college research and public service activities.
2. MLCCD will have exclusive access and rights to advertising, recruiting, fundraising, and other related activities within the Service Area during the term of this Agreement.
3. MLCCD shall have full use of facilities as needed to provide programs and services, and RCCD shall not charge MLCCD facility rental fees during the term of this Agreement. RCCD shall provide basic facility support services, including utilities, internet and telephone services, and will provide a half-time custodial/maintenance worker.

4. MLCCD shall have full use of existing materials and equipment and RCCD will not charge MLCCD for use of those materials and equipment.
5. All revenue received by RCCD under the provisions for a "grandparented center" in the Service Area will be transferred to MLCCD after payment of actual costs of operating the educational center for the entire term of this agreement.
6. The revenue from actual funded FTES and all student fees generated by the Fine Woodworking program will continue to be allocated to RCCD. RCCD will transfer all such revenue to MLCCD after payment of actual expenses incurred by RCCD to operate the Fine Woodworking program.
7. Both Parties will work collegially to ensure that this Agreement does not negatively impact either party's accreditation status or apportionment funding.
8. This Agreement may be extended by MLCCD for an additional semester in the event that the long term Memorandum of Understanding or the Substantive Change Proposals are not approved prior to May 30, 2015.

Furthermore, it is mutually agreed by both Parties that:

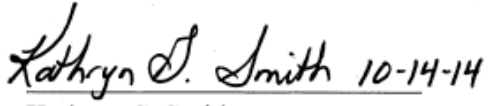
To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this agreement.

Neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

RCCD and MLCCD agree to resolve conflict issues relative to the terms of the agreement collegially and collaboratively.

SIGNATURES

Date


Kathryn G. Smith
President/Superintendent
Redwoods Community College District


Arturo Reyes
Superintendent/President
Mendocino-Lake Community College District

MEMORANDUM OF UNDERSTANDING BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

I. IDENTIFICATION OF PARTIES

The Parties to this Memorandum of Understanding (“MOU”) are the Redwoods Community College District (“RCCD”) and the Mendocino-Lake Community College District (“MLCCD”), collectively, “the Parties.”

II. AUTHORITY

This MOU is authorized pursuant to Education Code Section 70902 (a)(1) and (b)(6) (Governance and Operations) and Title 5 of the California Code of Regulations at Section 55301(c) (Establishment of Courses Outside the District).

III. PREAMBLE

It is the intent of this MOU for the Parties to identify, and mutually agree to, certain programs and services that may be offered to students at the RCCD’s Mendocino Coast Education Center (“MCEC”) in Fort Bragg and at other locations within the boundaries of RCCD in Mendocino County (“the Mendocino Coast” or “the Service Area”). A diagram depicting the Service Area that is the subject of this MOU is attached as Exhibit A.

The RCCD and MLCCD Governing Boards, by ratification of this MOU, authorize the Parties to enter into one or more agreements to provide programs and services, including necessary preparations to implement defined educational programs as well as related necessary support services to the Mendocino Coast students. It is the intent of the Parties, that when ratified by the Governing Boards, these services be provided in a timely manner, to avoid the interruption of programs and services.

IV. STATEMENT OF PURPOSE

The purpose of this MOU is to define the programs and services as well as the terms and conditions under which programs and services will be offered by MLCCD in the Service Area. The intent is that this MOU will provide form and substance regarding the program and services offered by the Parties.

V. DURATION OF THE MOU

This MOU will become effective as of July 1, 2015 and will terminate on June 30, 2017 unless terminated pursuant to Section X, or the transfer of territory in the service area occurs prior to June 30, 2017, or unless an alternative date is mutually agreed upon by the Parties. MLCCD shall provide for instructional and operational services in the Service Area for fiscal years 2015-16 and 2016-17.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

VI. ROLES AND RESPONSIBILITIES

The RCCD shall work with the MLCCD on a solution in serving and meeting the post-secondary educational needs of the Mendocino Coast students. RCCD and MLCCD agree to establish and maintain effective communication and collaboration with each other and the educational community they serve consistent with the terms of this MOU.

VII. DUTIES AND FUNCTIONS

For fiscal years 2015-16, and 2016-17, the RCCD and MLCCD agree to the following:

During the term of this MOU, MLCCD shall provide all instructional, operational and other services that support student access, equity and success within the Service Area. While RCCD is responsible for a “teach out” plan for students who have completed 75% or more of a degree, it is the intent of MLCCD to provide those courses necessary for the “teach out” to students.

During the term of this MOU, MLCCD will provide exclusive instructional and operational services in the Service Area. Programs and services may include but are not limited to:

- for-credit instruction,
- non-credit instruction,
- not-for-credit instruction,
- dual enrollment programs,
- distance education,
- adult education,
- GED and other testing services,
- college research, and
- public service activities.

MLCCD may provide any other programs and services within the Service Area that are usual and customary activities for a California community college.

During the term of this MOU, MLCCD will have exclusive access and rights to advertising, recruiting, fundraising, and other related activities within the Service Area. All revenue from endowments, scholarships or donations specifically designated to programs or students at the MCEC will be transferred from the CR Foundation to the MC Foundation within two months of the MOU approval.

MLCCD has the right to lease any facility RCCD currently uses to provide services in the Service Area, and to conduct courses and programs elsewhere in the Service Area, as it deems appropriate. A schedule of the current leases is attached hereto as Exhibit B. Current leases will be honored by both parties. All revenue generated from these leases will be collected by MLCCD. All current and future lease revenue for the term of this MOU will be used by MLCCD in its sole discretion.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

Notwithstanding the obligations under the current lease agreements, MLCCD reserves the exclusive right to determine the use of the MCEC buildings during the term of this MOU, and MLCCD shall exercise exclusive control over the facilities in the Service Area. MLCCD shall determine in its sole discretion, the best manner of delivering services in the Service Area.

RCCD shall not charge MLCCD any rent during the term of this MOU, and RCCD will not employ anyone in the Service Area or provide any programs or services in the Service Area, except as agreed upon by MLCCD. Except for Fine Woodworking facilities, buildings RCCD currently utilizes within the Service Area will be under the direct control of MLCCD. MLCCD shall obtain RCCD's prior written approval before making permanent facility changes or major alterations at any RCCD site within the Service Area. MLCCD shall maintain the facilities and repair all damages resulting from MLCCD use, occurring during the term of this MOU and shall surrender the facilities at the termination of this MOU in the same condition, or better, than when MLCCD assumed occupancy. A list of the RCCD facilities within the Service Area is attached as Exhibit C ("the facilities").

RCCD shall provide basic facility support services, including utilities, internet access and telephone services, and will provide a half-time custodial/maintenance worker. Subject to the terms of existing service contracts, the parties agree to work collaboratively to establish and implement a plan to transition utility services, internet access, and telephone service to MLCCD's direct billing and control by July 1, 2016 or sooner, and RCCD will then cancel the services in its name. The parties agree to work together to make this transition in a manner that ensures continuity of services and reduces disruptions at the MCEC.

MLCCD shall obtain RCCD's prior written approval before entering into contracts or leases related to this MOU that alter the term of this MOU or that could financially obligate RCCD. MLCCD will not enter into contracts or leases that extend beyond the term of this MOU without the written agreement of RCCD.

The Parties will work collaboratively with the State Chancellor's Office regarding the transfer of the current grandparented center status and associated FTES apportionment to MLCCD. The current level of apportionment funding provided by the State is at the "greater than 234 FTES" level. The greater than 234 FTES center level is currently \$281,141 on the 2014-15 First Principal Apportionment Exhibit C. It is the expectation of the Parties that the level of apportionment funding provided by the State will be at the "greater than 234 FTES" level for the term of the MOU. Regardless of which Party is remitted funds by the Chancellor's Office, apportionment funding awarded for this grandparented center during the term of the MOU shall be provided to MLCCD after payment of actual expenses incurred by RCCD of operating the educational center during the term of this agreement. If the current level of funding is reduced or eliminated by the State Chancellor's Office for any reason during the term of this MOU, MLCCD may terminate this MOU pursuant to Section X.

Notwithstanding any transition or State guideline issues, any revenue from funded FTES courses

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

in the Service Area allocated to RCCD will be transferred to MLCCD for the term of this MOU after payment of actual expenses incurred by RCCD of operating the educational center during the term of this agreement. **Fine Woodworking Program**

RCCD will transfer the Fine Woodworking Program to MLCCD after necessary regulatory approvals are completed. Both parties recognize that there may be personnel, program approval, and State funding issues that require a transition period. Both parties agree to the transition requirements involving this program, including labor and personnel related issues to comply with State regulatory requirements regarding transition timelines and funding. Until MLCCD receives CCCCO approval to offer the program, RCCD will continue to offer the Fine Woodworking Program in collaboration with MLCCD. All apportionment and other revenues generated by the Fine Woodworking Program will be transferred to MLCCD by RCCD after payment of actual expenses incurred by RCCD to operate the Fine Woodworking Program.

Transfer of Territory

Upon Board ratification of this MOU, RCCD and MLCCD will begin discussions regarding a long term solution to providing services and programs to the students in the Service Area. These discussions will include the process of “School District Re-Organization” as described in Education Code Section 74014 (Action to Reorganize Districts). However, nothing in this MOU obligates either Party to agree to boundary changes and the re-organization of any portion of either Party’s district. Both parties agree in principle to pursue boundary changes or the re-organization of the Parties’ districts to include the geographic area described in Exhibit A. Both parties agree to move forward in good faith to complete and support the process of “School District Re-Organization” as described in Education Code Section 74014 (Action to Reorganize Districts) with an effective date of transfer no later than July 1, 2017.

Both parties agree to collaboratively develop preliminary draft deliverables for the following items in preparation for a potential petition to reorganize districts by the transfer of territory to another district, including but not limited to:

1. Preliminary draft language for a petition to reorganize districts by the transfer of territory to another district. The petition must at least address these elements:
 - a. To preserve grandparented Apportionment funding status, the Petition must include language that the effective date of any redistricting must be no later than July 1, 2017.
 - b. The rights of the employees in the affected districts to continued employment.
 - c. The financial impact of the proposed change on each affected district.
 - d. Whether the districts involved will be governed, in part, by provisions of a city charter and, if so, in what way.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

- e. A description of how the property, obligations, and bonded indebtedness of existing districts will be divided.
 - f. Whether the reorganization will significantly affect racial or ethnic composition of districts.
 - g. Determination of impact of proposed change upon boards of trustees.
 - h. A draft statement of the terms of the agreement regarding all conditions of the transfer, when applicable, for consideration by governing boards of affected districts.
 - i. Whether the change is compatible with the district master plan of the county.
 - j. The transfer will not result in any increased cost to the state.
 - k. The transfer will not result in a reduction in state aid to community college districts not party to the petition.
 - l. The reallocation of local property tax revenues has been accurately determined and will be appropriately transferred.
2. Identify college property and facilities within the potential transfer of territory and clear any legal or title issues that may be present.
 3. Analysis of the asset values and bond indebtedness and the potential allocation between the respective districts. Work with the County Boards of Supervisors to prepare a preliminary calculation of the annual tax rate for bond interest and redemption subsequent to the potential transfer.
 4. A draft analysis of the reallocation of local property tax revenues.
 5. An analysis to determine that the potential transfer will not decrease educational opportunities for residents of both districts.
 6. Preliminary draft language for an analysis of the racial or ethnic composition of the colleges affected by the proposal, including factual and statistical evidence.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

VIII. INSURANCE & INDEMNITY

MLCCD shall obtain and maintain during the term of this MOU commercial or comprehensive general liability insurance covering bodily injury and property damage arising from, incurred in relation to, or as a consequence of, this MOU, i.e., programs and services that MLCCD offers to students in the Service Area, using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence. MLCCD insurance shall be primary coverage and shall include, but not be limited to: premises and operations liability, independent consultants' liability, and personal injury liability, and shall identify RCCD as an additional insured. Insurance carried by RCCD covering the Service Area shall identify MLCCD as an additional insured. Both parties may self-insure to satisfy this requirement.

To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to that party's fault or liability. Following a determination of the percentage of fault or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined. Neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

IX. DISPUTE RESOLUTION

RCCD and MLCCD agree to resolve conflict issues relative to the terms of the MOU collegially and collaboratively. Both parties agree to meet at least once per year at the facility during the term of this MOU to discuss and collegially resolve issues related to this MOU. RCCD and MLCCD agree to work collegially to ensure that this MOU does not negatively impact either party's accreditation status. Both parties agree that both Title 5 of the Code of Regulations and Education Code and any other legal requirements prevail over any contradictory language within this MOU, as determined by a court of competent jurisdiction. This MOU shall be governed by California law, and venue shall be in the Superior Court of the County of Mendocino, California, and no other place.

X. TERMINATION PROVISION

MLCCD has the right to terminate this MOU without cause by giving RCCD a written termination which shall then be effective after the end of the next full academic semester (excluding summer session). If MLCCD terminates this MOU because of the loss of center status and associated apportionment, the termination will instead be effective at the end of the current semester, or after 30 days during the summer session, unless MLCCD, in its sole discretion, agrees to a later effective date. RCCD has the right to request termination of this

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

MOU by giving MLCCD a written request for termination stating the reason for the termination which, if agreed to by MLCCD, shall then be effective after the end of the next full academic semester (excluding summer session). MLCCD's consent to RCCD's request for termination shall not be unreasonably withheld. RCCD may only request termination during the term of the MOU in the event that MLCCD does not provide services as required under this MOU or as may be necessary to preserve RCCD's grandparented apportionment funding awarded for the MCEC. Both parties will agree to a reasonable transition timeline. **NAT**

Kathryn G. Smith
President/Superintendent
Redwoods Community College District

Arturo Reyes
Superintendent/President
Mendocino-Lake Community College District

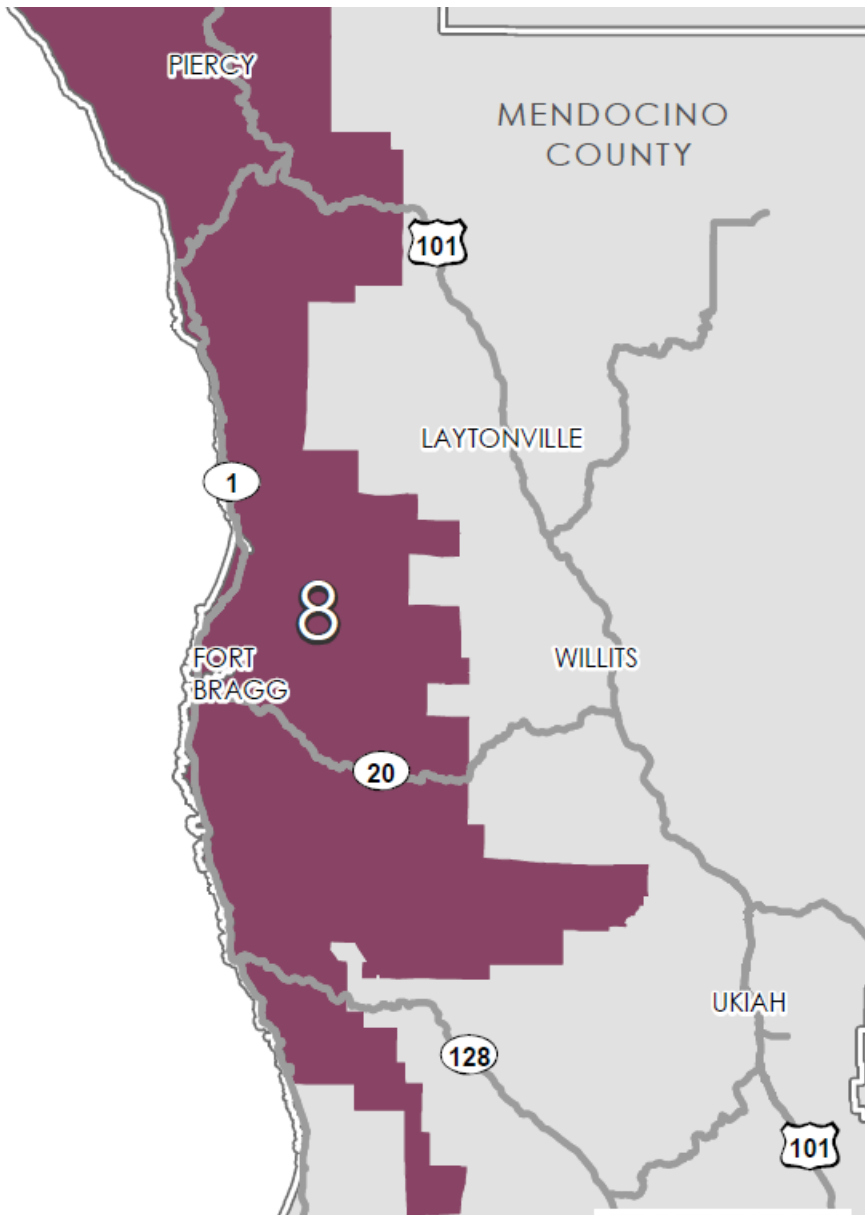
Date

Date

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

Exhibit A
Diagram of Service Area Subject to this MOU
(Depicted in shaded area)



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

Exhibit B

Current RCCD Leases of Facilities within the Service Area
(In effect as of July 1, 2015)

1. Three Rivers Charter School
Leased Premises: 1211 Del Mar Drive, Fort Bragg, CA
Rooms 130, 130A, 130B, 130C, 300, 301, 302, 303, 304, 305, 306, 307, 308, and 309
Lease period: Through June 30, 2018

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REDWOODS COMMUNITY COLLEGE DISTRICT AND
THE MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**

Exhibit C
RCCD Facilities within Service Area

1. College of the Redwoods, Mendocino Coast Education Center
1211 Del Mar Drive
Fort Bragg, CA
2. College of the Redwoods, Find Woodworking
440 Alger Street
Fort Bragg, CA

DRAFT

**REDWOODS COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES MEETING**

March 4, 2014
Agenda Item #3.2

**SUBJECT: THE FUTURE OF COLLEGE OF THE REDWOODS' MENDOCINO
COAST CAMPUS**

RECOMMENDATION

The President/Superintendent requests Board approval: 1) to negotiate a Memorandum of Understanding (MOU) with Mendocino College (MC) for MC to offer classes in the Mendocino County portion of the Redwoods Community College District for the academic year 2014-15, and 2) to begin immediate discussions with MC about the potential future transfer of the Mendocino County portion of the Redwoods Community College District territory from RCCD to MCCD.

BACKGROUND

The recommendation at the February 4, 2014 meeting of the Board of Trustees to suspend operations at the Del Mar Drive location in Fort Bragg starting in the fall of 2014 has generated discussion and brainstorming among both college employees and community members. There have been numerous suggestions for how to make the Mendocino Coast campus a viable operation.

The most frequently mentioned suggestion and what appears to be a generally supported option to the residents of coastal Mendocino County is to change the campus' affiliation from College of the Redwoods to Mendocino College. It has been difficult for College of the Redwoods to effectively operate a campus located three hours away from the main campus; the main campus of Mendocino College is only 1.5 hours away. There was also testimony by coastal residents at the public hearing regarding the similarities between Fort Bragg and Mendocino College in regards to demographics, community identity, and local educational interests.

Administrators from College of the Redwoods and from Mendocino College have begun to discuss the possibilities of Mendocino College offering classes on the Mendocino County coast as early as next fall semester.

Board approval of this recommendation will provide authorization and support of the development of an MOU. This action will also provide a clear statement to the Mendocino College Board of Trustees and to its administration, regarding College of the Redwoods' support of a short-term and long-term solution for the students of the Mendocino County coast.

BUDGET IMPLICATIONS

To be determined.

Appendix F - Course Crosswalk

Courses for Ft. Bragg

COR Course	Title	Mendo Course	Title	MC FT Faculty	Current COR Instructor	FT/PT
AG 17	Introduction to Soil Science	AGR 108	Soils and Fertility Management	Jim X	looks like Scholars is the Ag instructor BUS courses are all online and taught by "Staff"	FT
BUS 10	Introduction to Business	BUS 136?	Introduction to Management	Steve Hix		??
ECE 6	Child Health, Safety and Nutrition	CDV 109	Child Health, Nutrition and Safety	Conan	online - Hancock	PT
ECE 10	Field Experience	CDV 111?	Observation and Participation	Conan	?? Leach??	PT
ECE 12	Administration of Programs 1	CDV 130	Administration of Preschools/Child Care Centers	Conan	online-Larson	PT
ENG 1A	Analytical Reading and Writing	ENG 200	Composition	Jaime	Brown	PT
HST 8	U.S. History through the Reconstruction	HST 202	U.S. History to 1877	Rebecca	Green	FT
Math 120	Intermediate Algebra	MTH 56	Intermediate Algebra	Aeron	combined with other labs?? Green	FT
POLSC 10	U.S. Government and Politics	POL 200	American Government and Politics	PW	Green	FT
SPCH 1	Introduction to Public Speaking	SPE 200	Introduction to Public Speaking	Bob A / Jody	Hee-Chorley	PT

Notes:

FT instructors are COR instructors and will stay with them

PT instructors may stay with COR or may come to us. Can we review their MQs and their evaluations?

Need to make informational handout for students regarding our equivalent courses